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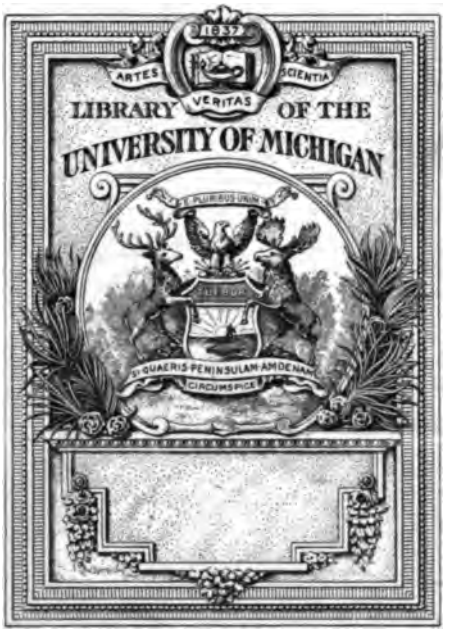

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60TH CONGRESS : : 1ST SESSION

DECEMBER 2, 1907-MAY 30, 1908

SENATE DOCUMENTS

IN 36 VOLUMES

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REPORT OF POTOMAC ELECTRIC POWER COMPANY FOR YEAR ENDING DECEMBER 31, 1906

LETTER FROM THE VICE-PRESIDENT OF THE POTOMAC ELECTRIC POWER COMPANY, TRANSMITTING THE SWORN REPORT OF THE COMPANY FOR THE YEAR ENDING DECEMBER 31, 1906

DECEMBER 4, 1907.—Referred to the Committee on the District of Columbia and ordered to be printed

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POTOMAC ELECTRIC POWER COMPANY,
Washington, D. C., December 3, 1907.

SIR: In accordance with the provisions of "An act making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June 30, 1908, and for other purposes," I have the honor to submit herewith the sworn report of the Potomac Electric Power Company for the year ending December 31, 1906.

Very respectfully,

GEO. H. HARRIES,
Vice-President.

The VICE-PRESIDENT OF THE UNITED STATES,
Washington, D. C.

Report of the Potomac Electric Power Company for year ending December 31, 1906.

GROSS REVENUES.

Public arc lighting	$94,088.48	
Public incandescent lighting	23,109.39	
Private arc and incandescent lighting	678,107.70	
Power	198,833.87	
Sale of steam	2,554.00	
Profit from wiring and supplies	3,377.84	
Rent of land, buildings, poles, conduits, and feeders	1,931.26	
Interest on securities and notes receivable	2,622.93	
Interest on deposits	5,927.20	
		$1,010,552.67

OPERATING EXPENSES.

Coal	121,192.06	
Power-plant wages, oil, water, and miscellaneous supplies and expenses of power stations, including hired power	65,372.56	
Maintenance of power-plant buildings and apparatus	41,425.58	
Expenses of distribution, not including maintenance	66,048.00	
Maintenance of conduits, cables, overhead lines, and poles, meters, transformers, and other distribution equipment	61,140.29	

Salaries of officers	$18,625.00	
Salaries of clerks and solicitors, advertising, and miscellaneous office and administrative expenses	69,579.25	
Law expenses	3,784.30	
Maintenance of office and miscellaneous buildings	7,211.22	
Insurance	6,452.88	
Taxes	42,789.56	
Total	503,620.70	
Interest on funded and floating debt	149,294.43	
		$625,915.13
Surplus after paying operating expenses and fixed charges		357,637.54
Actual cost of property to December 31, 1906		8,229,401.55
Value of the property, December 31, 1906 (approximately)		8,500.000.00
Amount of paid-up capital stock		5,000.000.00
Amount and character of indebtedness:		
United States Electric Lighting Company 6 per cent debenture improvement bonds		300,000.00
United States Electric Lighting Company 6 per cent certificates of indebtedness		350,000.00
Potomac Electric Power Company first-mortgage 5 per cent bonds		1,700,000.00
Potomac Electric Power Company consolidated mortgage 5 per cent bonds		1,000,000.00
Bills payable		100,000.00
		3,450,000.00

The amount and cost of materials used in making electricity, 38,284 tons of coal, costing $121,192.06.

Quantity of electricity manufactured, 21,562,004 kilowatt hours.

Quantity of electricity sold, 16,514,853 kilowatt hours.

Amount received per annum for each public arc light, $85 per lamp per year, lamps burning all night and every night during the year.

Amount received per kilowatt for each public incandescent light, $20 per lamp per year, lamps burning all night and every night during the year.

Average price received per annum for each arc light furnished to others than the public: All arc lamps are furnished on a meter basis and are, in most cases, connected directly to the incandscent lighting meters. It is impossible, therefore, to give any accurate data on the income per lamp.

Varying discounts allowed consumers using arc lights a part or the entire night: Discounts are based upon the amount of consumption, as hereafter stated.

The average price charged per kilowatt for incandescent light furnished to others than the public, with the varying discounts, and the price charged per kilowatt hour for power and heat furnished: For current for lighting and small motor purposes, 10 cents per kilowatt hour. Should the consumption of current exceed an average of four hours' use per day for thirty consecutive days for the total installation, the excess is furnished at the rate of 5 cents per kilowatt hour. For current for motor purposes, 10 cents per kilowatt hour. Should the consumption of current exceed an average of one hour's use per day for thirty consecutive days for the total installation, the excess is furnished at the rate of 5 cents per kilowatt hour.

Wholesale rates, are as follows: Under a guaranty of $125 per month, current is furnished at 6 cents per kilowatt hour; under a guaranty of $250 per month, current is furnished at 5 cents per kilowatt hour; under a guaranty of $500 per month, current is furnished at 4 cents per kilowatt hour. The Government and District buildings are furnished current at 6 cents per kilowatt hour. There are also some special rates for current furnished on day loads or under peculiar operating conditions.

The extensions and improvements made in the plant and works during the year ending December 31, 1906, are as follows:

Partial cost of real estate and building for new power station at Benning, including installation of apparatus	$415,726.37
Installation of additional apparatus at power station, Fourteenth and B streets	25,021.86
Partial cost of real estate and building for new substation on I street, including installation of apparatus	109,851.59
Partial cost of real estate and building for new substation on Washington street, including installation of apparatus	35,736.52
Partial cost of substation at Thirteenth and D streets NE., including installation of apparatus	6,528.08
Partial cost of substation at Thirty-third and K streets, including installation of apparatus	5,927.06
Installation of additional conduits and cables for connecting power stations with substations	187,470.00
Installation of additional apparatus at substation on Eighth street	666.35
Installation of additional apparatus at Brightwood substation	103.80
Extensions of conduits, including new house connections, manholes, hand-holes, and sewer connections for same	62,333.58
Extensions and enlargements of underground cables	47,385.20
Extensions of overhead lines and poles in suburban territory	16,640.57
Installation of additional arc-lamp poles and fixtures, incandescent street lamps, new house services, new transformers, new meters, new arc lamps, and other miscellaneous distribution equipment	66,208.75
Grand total	979,599.73

The amount expended for labor, $184,506.78.

The amount set aside for depreciation, nothing.

The amount set aside for insurance and renewals, as shown in statement of operating expenses, $116,229.97.

The amount paid out of earnings for betterments, nothing.

The amount paid for betterments from other sources: From the proceeds of sale of bonds, $979,599.73.

The amount set aside and paid in interest and dividends, $499,294.43.

Names of stockholders and the amount of stock held by each:

	Shares.
Washington Railway and Electric Company	40,000
United States Mortgage and Trust Company, trustees	9,989
R. T. W. Duke, jr	1
H. W. Fuller	1
John C. Dawson	1
Wm. F. Ham	1
F. J. Whitehead	1
J. B. Lackey	1
Allan L. McDermott	1
Geo. H. Harries	1
G. G. Whitney	1
Geo. W. Young	1
Geo. W. Truesdell	1
Total	50,000

I, George H. Harries, vice-president of the Potomac Electric Power Company, do hereby solemnly swear that the annexed statement is just and true to the best of my knowledge and belief.

GEO. H. HARRIES, *Vice-President.*

Subscribed and sworn to before me this 3d day of December, A. D. 1907.

[SEAL] HENRY M. BROWNING,
Notary Public, District of Columbia.

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60TH CONGRESS, 1st Session } SENATE { DOCUMENT 10

REPORT OF MARITIME CANAL COMPANY OF NICARAGUA FOR YEAR ENDING DECEMBER 2, 1907

LETTER FROM THE SECRETARY OF THE INTERIOR TRANSMITTING THE REPORT OF THE MARITIME CANAL COMPANY OF NICARAGUA

DECEMBER 4, 1907.—Referred to the Committee on Interoceanic Canals and ordered to be printed

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DEPARTMENT OF THE INTERIOR,
Washington, December 3, 1907.

SIR: I have the honor to transmit herewith, for the information of the Senate, the report of the Maritime Canal Company of Nicaragua, submitted to the Department to-day, in accordance with section 6 of the act of Congress approved February 20, 1889, entitled "An act to incorporate the Maritime Canal Company of Nicaragua."

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE UNITED STATES SENATE.

NEW YORK, *December 2, 1907.*

DEAR SIR: I inclose herewith the annual report of the Maritime Canal Company of Nicaragua, which is made pursuant to section 6 of the act entitled "An act to incorporate the Maritime Canal Company of Nicaragua," approved February 20, 1889. This act provides that the company shall make a report on the first Monday of December in each year to the Secretary of the Interior and the report has been drawn in accordance with the instructions heretofore received from the Department of the Interior, prescribing the form of such report and the particulars to be given therein.

Yours, very truly,

ALEX. T. MASON, *Attorney.*

The SECRETARY OF THE INTERIOR,
Washington, D. C.

THE MARITIME CANAL COMPANY OF NICARAGUA,
35 WALL STREET, NEW YORK, *December 2, 1907.*

To the SECRETARY OF THE INTERIOR.

SIR: Pursuant to section 6 of the act entitled "An act to incorporate the Maritime Canal Company of Nicaragua," approved February 20, 1889, which provides that the said company shall make a report on the first Monday of December in each year to the Secretary of the Interior, and in accordance with instructions prescribing the form of such report and the particulars to be given therein, the said Maritime Canal Company of Nicaragua reports as follows:

First.—That the board of directors of the company is composed of the following stockholders: Joseph Bryan, Henry E. Howland, Henry E. Ahern, Samuel

E. Kilner, Aniceto G. Menocal, Richard C. Shannon, Edward Menocal, Henry D. Pierce, Horace L. Hotchkiss, Augustus D. Shepard, Otto T. Bannard, John R. Bartlett, Stewart H. Chisholm, and William H. Bullwinkel. The above-named directors are citizens and residents of the United States.

Second.—That the officers of said company are: President, Henry E. Howland; vice-president, Stewart H. Chisholm; secretary and treasurer, William H. Bullwinkel, all of whom are citizens and residents of the United States.

The following directors are the members of the executive committee: Henry E. Howland, chairman; Samuel E. Kilner, Otto T. Bannard, Horace L. Hotchkiss, and Stewart H. Chisholm.

Third.—That since the organization of the Maritime Canal Company of Nicaragua, 10,145 shares of the capital stock of said company have been subscribed for at par, amounting in the aggregate to the sum of $1,014,500, of which amount $1,008,830 has been paid into the Treasury in cash; that there has been paid into the Treasury from other sources $167,275.94, making the total amount of cash received $1,176,105.94.

Fourth.—That since the organization of the company, it has paid for property, work and labor done, and materials furnished in the execution of the work of construction of canal and in administration expenses, the sum of $1,174,256.47 in cash; 31,990 shares of the full-paid capital stock of the company of the par value of $3,199,000; $5,000,000 of its first-mortgage bonds, and its obligations for $1,855,000 of the said first-mortgage bonds. It has also issued 180,000 shares of its capital stock, of the par value of $18,000,000, in payment for concessionary rights, privileges, franchises, and other property; $225,000 of the amount first named was represented by a claim against the Nicaragua Canal Construction Company for cash advances made on account of purchase of equipment, and in liquidation of which claim the Maritime Canal Company has received and now holds in its treasury obligations representing $518,500 of its first-mortgage bonds, in addition to 2,420 shares of its capital stock, which were transferred and delivered to Thomas B. Atkins, trustee, in liquidation of said account, to be held by him as trustee for the benefit of the company.

Fifth.—That the liabilities of the company consist of the amounts still due under the concessions granted to the company of the $1,855,000 of bonds before mentioned, the said bonds being due to the assignees of the Nicaragua Canal Construction Company for work and labor done and materials furnished in the execution of the work of constructing the interoceanic canal, and of cash liabilities outstanding unpaid to an amount not exceeding $200,000.

Sixth.—That the assets of the company consist of its unused capital stock; of the $518,500 first-mortgage bonds and the 2,420 shares of capital stock received in liquidation as aforesaid; of the concessions, rights, privileges, and franchises which it owns, and of the plant, lands, and other property of the company in Central America.

Seventh.—Work on the canal was not resumed during the past year for the same reasons that were given in our annual reports for 1900, 1901, 1902, 1903, 1904, 1905, and 1906, to which reports we beg leave to refer as part of this report.

As set forth in said reports, the Nicaraguan Government has unlawfully seized and confiscated the entire plant and property of the company in Nicaragua. Such seizure and confiscation were wholly illegal and were forced measures which this company had no power to resist or control, and they could not and did not legally divest the Maritime Canal Company of Nicaragua of its exclusive and vested rights of property in and to its canal route, lands, rights of way, and other property in the Republic of Nicaragua. By said illegal seizure and confiscation the company has been deprived of the lawful possession and enjoyment of its plant and property and has been prevented from prosecuting the work of construction, but the Maritime Canal Company of Nicaragua has never surrendered or abandoned any of its plant or property or its exclusive rights and privileges to construct a ship canal across the territory of Nicaragua, and the ownership of said property, rights, and privileges is still vested in this corporation.

The facts connected with the arbitrary and unlawful acts of the Republic of Nicaragua in attempting to divest the corporation of rights and property justly acquired and solemnly guaranteed and the steps taken by the company with reference thereto are fully set forth in the several protests made by this corporation to the Department of State of the United States and dated December 2, 1898, September 8, 1899, and October 23, 1900, respectively, which said protests are hereby referred to as a part of this report and are in all respects hereby renewed and confirmed.

In witness whereof the Maritime Canal Company of Nicaragua has caused its corporate seal to be hereunto affixed, and these presents to be signed by its president this 2d day of December, 1907.

The MARITIME CANAL COMPANY OF NICARAGUA,
By HENRY E. HOWLAND, *President.*

STATE OF NEW YORK, *County of New York, ss:*

Henry E. Howland, being duly sworn, says that he is the president of the said Maritime Canal Company of Nicaragua; that he has read the foregoing annual report and knows the contents thereof, and that the same is in all respects correct and true.

HENRY E. HOWLAND.

Sworn to before me this 2d day of December, 1907.

P. J. SHIELDS,
Notary Public, Kings County.

(Certificate filed in New York County.)

STATE OF NEW YORK, *County of New York, ss:*

On this 2d day of December, in the year 1907, before me personally came Henry E. Howland, known to me to be the president of the Maritime Canal Company of Nicaragua, and with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resided in the borough of Manhattan, in the city, county, and State of New York; that he was the president of the Maritime Canal Company of Nicaragua; that he knew the corporate seal of said corporation; that the seal affixed to the foregoing report was such corporate seal; that it was so affixed by order of the board of directors of said company, and that he signed his name thereto by like order as president of the said company.

In witness whereof I have hereunto set my hand and official seal this 2d day of December, 1907.

P. J. SHIELDS,
Notary Public, Kings County.

(Certificate filed in New York County.)

O

60TH CONGRESS, 1st Session } SENATE { DOCUMENT 11

FINDINGS IN CASE OF MARGARET A. BLACKMORE, DAUGHTER OF CHARLES F. GUILLON

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARGARET A. BLACKMORE, DAUGHTER OF CHARLES F. GUILLON, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional Case No. 10942-567. Margaret A. Blackmore, daughter of Charles F. Guillon, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimant's decedent was serving as an officer in the Navy of the United States, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 11th day of March, 1907.

Messrs. Pennebaker & Jones appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petition makes substantially the following allegation: That she is the daughter of Charles F. Guillon, deceased.

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $353.96. This action was reported to Congress by the Secretary of the Treasury for appropriation. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to

60TH CONGRESS, 1st Session } SENATE { DOCUMENT 11

FINDINGS IN CASE OF MARGARET A. BLACKMORE, DAUGHTER OF CHARLES F. GUILLON

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARGARET A. BLACKMORE, DAUGHTER OF CHARLES F. GUILLON, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

---

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional Case No. 10942-567. Margaret A. Blackmore, daughter of Charles F. Guillon, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimant's decedent was serving as an officer in the Navy of the United States, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 11th day of March, 1907.

Messrs. Pennebaker & Jones appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petition makes substantially the following allegation: That she is the daughter of Charles F. Guillon, deceased.

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $353.96. This action was reported to Congress by the Secretary of the Treasury for appropriation. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to

the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimant out of said appropriation, the sum of $128.40, being the amount which accrued subsequent to July 16, 1880, and to which said p did not relate.

The accounting officers also found that the difference in pay between t ceived prior to July 16, 1880, and that to which claimant's decedent wou. . have been entitled under the decision in United States against Strong had Congress not prohibited the payment of the same, was $225.56.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after considering briefs and arguments of counsel on both sides, make the following

FINDINGS OF FACT.

The claimant is a citizen of the United States and a resident of the county of Elizabeth City, in the State of Virginia, and is the daughter of Charles F. Guillon, deceased, whose claim, under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656), was adjusted by the accounting officers, reported to Congress and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $353.96; the amount paid claimant was $128.40; the amount suspended under the proviso to the act of Congress approved March 2, 1889, and which still remains unpaid is two hundred and twenty-five dollars and fifty-six cents ($225.56).

BY THE COURT.

Filed March 11, 1907.

A true copy of the findings of fact as filed by the court.

Test this 13th day of March, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk, Court of Claims.

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FINDINGS IN CASE OF MARGARET A. HOFFNER, WIDOW OF RICHARD J. HOFFNER

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARGARET A. HOFFNER, WIDOW OF RICHARD J. HOFFNER, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, D. C., December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942. C. & F. No. 106. Margaret A. Hoffner, widow of Richard J. Hoffner, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above entitled case for difference between sea pay and shore pay whilst claimant's decedent, Richard J. Hoffner, was serving as an officer of the Navy of the United States, to wit, an acting master, upon receiving and other ships belonging to the Navy was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949 for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 8th day of April, 1907.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petition makes substantially the following allegations:

The claim was previously presented to the accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $255.78. This action was reported to Congress by the Secretary of the Treasury in House Ex. Doc. 144, Fifty-first Congress, first session. In appropriation for said allowance (and others of like character) Congress provided that no part of any one of these claims should be paid which accrued more than

six years prior to the date of filing the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis of allowance of such claims.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States *v.* Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimant's decedent out of said appropriation the sum of nothing, being the amount which accrued subsequent to July 1, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in the United States *v.* Strong had Congress not prohibited the payment of the same, was $255.78.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury pursuant to said provisions, have continuously refused to allow this and other similar claims and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS:

Claimant is a citizen of the United States and her decedent was an officer in the Navy thereof and a resident of the State of Pennsylvania and is the identical person whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers, under said decision, was $255.78; the amount paid claimant's decedent was nothing; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is two hundred fifty-five dollars and seventy-eight cents ($255.78).

BY THE COURT.

Filed April 8, 1907.
A true copy.
Test this 10th day of April, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS } SENATE { DOCUMENT
1st Session } { 13

FINDINGS IN CASE OF GRACE E. AND MARY E. BOLTON, HEIRS OF WILLIAM H. BOLTON

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF GRACE E. BOLTON AND MARY E. BOLTON, SOLE HEIRS AT LAW OF WILLIAM H. BOLTON, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942. C. & F. No. 145. Grace E. Bolton and Mary E. Bolton, sole heirs at law of William H. Bolton, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimant's decedent, William H. Bolton, was serving as an officer in the Navy of the United States, to wit, a mate, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949 for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 8th day of April, 1907.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants in their petition make substantially the following allegations:

The claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $164.88. This action was reported to Congress by the Secretary of the Treasury in House Executive Document 171, Fifty-first Congress, second session. In appropriating for said allowance (and others of like character) Congress provided that no part of any one of these claims should be paid which accrued more than six years prior to the date of filing the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the

Supreme Court, has been adopted by the accounting officers as the basis of allowance of such claims.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimants' decedent out of said appropriation, the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of the same, was $164.88.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following:

FINDINGS OF FACT.

Claimants are citizens of the United States, and their decedent was an officer in the Navy thereof and a resident of the State of Massachusetts, and are the identical persons whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimants by the accounting officers under said decision was $164.88; the amount paid claimants' decedent was nothing; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid is one hundred and sixty-four dollars and eighty-eight cents ($164.88).

BY THE COURT.

Filed April 8, 1907.
A true copy.
Test: This 10th day of April, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF MANASSEH GOODWIN, HEIR OF EZRA S. GOODWIN

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MANASSEH GOODWIN, HEIR OF EZRA S. GOODWIN, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942. C. & F., No. 153. Manasseh Goodwin, heir of Ezra S. Goodwin, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimant's decedent, Ezra S. Goodwin, was serving as an officer in the Navy of the United States, to wit, an acting master, upon receiving and other ships belonging to the Navy was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of May, 1907.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations:

The claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $234.21. This action was reported to Congress by the Secretary of the Treasury in House Ex. Doc. 144, Fifty-first Congress, first session. In appropriating for said allowance (and others of like character) Congress provided that no part of any one of these claims should be paid which accrued more than six years prior to the date of filing the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the Supreme

Court, has been adopted by the accounting officers as the basis of allowance of such claims.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimant's decedent out of said appropriation, the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in the United States against Strong, had Congress not prohibited the payment of the same, was $234.21.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department and after full consideration, makes the following

FINDING OF FACTS.

Claimant is a citizen of the United States and his decedent was an officer of the Navy thereof and a resident of the State of Massachusetts, and is the identical person whose claim, under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656), was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $234.21; the amount paid claimant's decedent was nothing; the amount suspended under the proviso to the act of Congress approved September 30, 1890. and which still remains unpaid, is two hundred thirty-four dollars and twenty-one cents ($234.21).

By THE COURT.

Filed May 13, 1907.
A true copy.
Test this 16th day of May, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF MARY B. WILLEY, DAUGHTER OF GEORGE F. WILLEY

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARY B. WILLEY, DAUGHTER AND ONLY CHILD OF GEORGE F. WILLEY, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942. C. & F. No. 154. Mary B. Willey, daughter and only child of George F. Willey, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimant's decedent, George F. Willey, was serving as an officer in the Navy of the United States, to wit, a mate, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of May, 1907.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petition makes substantially the following allegations:

The claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the name of George F. Wiley under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $288.83. This action was reported to Congress by the Secretary of the Treasury in Senate Executive Document No. 67, Fifty-first Congress, second session. In appropriating for said allowance (and others of like character) Congress provided that no part of any one of these claims should be paid which accrued more than six years prior to the date of filing the petition in the Court of Claims upon which the judg-

ment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis of allowance of such claims.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimant's decedent out of said appropriation the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of the same, was $288.83.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provision, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration makes the following

FINDING OF FACTS.

Claimant is a citizen of the United States and her decedent was an officer in the Navy thereof and a resident of the State of Massachusetts, and is the identical person whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $288.83; the amount paid claimant's decedent was nothing; the amount suspended under the proviso to the act of Congress approved March 3, 1891, and which still remains unpaid, is two hundred eighty-eight dollars and eighty-three cents ($288.83).

BY THE COURT.

Filed May 13, 1907.
A true copy.
Test this 16th day of May, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF THOMAS W. BELL.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THOMAS W. BELL AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13093-1. Thomas W. Bell *v.* The United States.]

STATEMENT OF CASE.

The claim in the above entitled case for difference between sea pay and shore pay while claimant was serving as an officer in the Navy of the United States, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 2d day of March, 1907, referring Senate bill No. 7801, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 15th day of May, 1907.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations:

That he served as acting ensign in the United States Navy on the receiving ship *Independence*, and that during the period of such service he received shore pay and allowances instead of sea pay and allowances to which he is entitled under the decision of this court and the Supreme Court of the United States in the case of United States *v.* Strong (125 U. S., 656).

That the difference between sea pay and shore pay amounting to $323.02 is due to claimant, but that payment of same has been prohibited by the act of September 30, 1890.

The court, upon the evidence and report of the Treasury Department, and after considering briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant is a citizen of the United States and a resident of Kennebunkport, Me., and is the identical person who served as acting ensign on the receiving ship *Independence* from November 26, 1867, to November 27, 1868.

For said service claimant has been paid the shore pay and allowances of an ensign, and no claim has ever been presented to the accounting officers of the Treasury for the difference between shore pay and allowances, which he has received, and sea pay and allowances which he claims to be entitled to under the decision of the Supreme Court of the United States in the case of United States *v.* Strong (125 U. S., 656) had not Congress prohibited the payment of same.

II. During the time claimant was attached to said receiving ship as aforesaid he had or was required to have his quarters and to mess on board said vessel, and was required to wear his uniform and was not permitted by the rules of the service to live with his family.

III. The difference between the sea pay and allowances of an ensign from November 26, 1867, to November 27, 1868, and the amount which claimant has received for his service during that period is three hundred twenty-three dollars and two cents ($323.02), no part of which has been paid.

By THE COURT.

Filed May 15, 1907.
A true copy.
Test this 16th day of May, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF MARY J. FROTHINGHAM, MARGARET E. CAVENDY, AND MARY F. COY, HEIRS OF EDWARD CAVENDY

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARY J. FROTHINGHAM, MARGARET E. CAVENDY, AND MARY F. COY, HEIRS AT LAW OF EDWARD CAVENDY, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, D. C., December 13, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942—C. & F. No. 64. Mary J. Frothingham, Margaret E. Cavendy, and Mary F. Coy, heirs-at-law of Edward Cavendy, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimants' decedent, Edward Cavendy, was serving as an officer in the Navy of the United States, to wit, an acting master upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 8th day of May, 1906.

Messrs. Coldren and Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants in their petition make substantially the following allegations:

The claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus

allowed being $353.59. This action was reported to Congress by the Secretary of the Treasury in House Executive Document No. 199, Fifty-second Congress, first session. In the appropriation for said allowance (and others of like character) Congress provided that no part of any one of these claims should be paid which accrued more than six years prior to the date of filing the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court, has been adopted by the accounting officers as the basis of allowance of such claims.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimants' decedent out of said appropriation, the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimants' decedent would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of the same, was $353.59.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS.

Claimants are citizens of the United States and their decedent was an officer in the Navy thereof and a resident of the State of Virginia, and said decedent is the identical person whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimants by the accounting officers under said decision was $353.59. The amount paid claimants' decedent was nothing. The amount suspended under the proviso to the act of Congress approved July 28, 1892, and which still remains unpaid, is three hundred and fifty-three dollars and fifty-nine cents ($353.59).

BY THE COURT.

Filed May 15, 1907.
A true copy.
Test this 16th day of May, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF WILLIAM S. DIXON

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF WILLIAM S. DIXON AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

HON. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942—C. & F. 157. William S. Dixon *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled cause for difference between sea pay and shore pay while claimant was serving as an officer in the Navy of the United States—to wit, as assistant surgeon—upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 4th day of November, 1907.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations:

The claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $248.77. This action was reported to Congress by the Secretary of the Treasury in Senate Executive Document No. 132, Fiftieth Congress, first session. In appropriating for such allowance (and others of like character) Congress provided that no part of any of these claims should be paid which accrued more than six years prior to the date of filing the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis of allowance of such claims.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the same decision in the United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due and then paid to claimant out of said appropriation the sum of $112.33, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which the claimant would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of same, was $136.44.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDINGS OF FACT.

Claimant is a citizen of the United States and is an officer in the Navy thereof, and a resident of the District of Columbia, and is the identical person whose claim, under the decision of the Supreme Court of the United States, in United States *v.* Strong (125 U. S., 656), was adjusted by the accounting officers, reported to Congress, and appropriated for, as alleged in the petition.

The amount found due claimant under said decision was $248.77; the amount paid claimant was $112.33; the amount suspended under the proviso to the act of Congress approved March 2, 1889, and which still remains unpaid, is $136.44 (one hundred and thirty-six dollars and forty-four cents).

BY THE COURT.

Filed November 4, 1907.
A true copy.
Test this 5th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF WILLARD FOSTER, HEIR OF EDWARD FOSTER

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF WILLARD FOSTER, HEIR AT LAW OF EDWARD FOSTER, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Read, referred to the Committee on Claims, and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate

[Court of Claims. Congressional, No. 10942—C. & F. 109. Willard Foster, heir-at-law of Edward Foster, *v.* the United States.]

STATEMENT OF CASE.

The claim in the above-entitled cause for difference between sea pay and shore pay, while claimant's decedent was serving as an officer in the Navy of the United States, to wit, as paymaster, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate Bill No. 5949 for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 4th day of November, 1907.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by J. A. Van Orsdel, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations:

The claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $259.66. This action was reported to Congress by the Secretary of the Treasury in House Executive Document No. 199, Fifty-second Congress, first session. In appropriating for such allowance (and others of like character) Congress provided that no part of any of these claims should be paid which accrued more than six years prior to the date of filing the petition in the Court of Claims upon which the judgment was rendered, which being

affirmed by the Supreme Court has been adopted by the accounting officers as the basis of allowance of such claims.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the same decision in United States *v.* Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due and then paid to claimant's decedent out of said appropriation the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant's decedent would have been entitled under the decision in the United States *v.* Strong had Congress not prohibited the payment of the same, was $259.66.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS.

Claimant is a citizen of the United States and his decedent was an officer in the Navy thereof, and a resident of the State of Nebraska, and is the identical person whose claim, under the decision of the Supreme Court of the United States, in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for, as alleged in the petition.

The amount found due claimant under said decision was $259.66; the amount paid claimant's decedent was nothing; the amount suspended under the proviso to the act of Congress approved July 28, 1892, and which still remains unpaid, is $259.66 (two hundred and fifty-nine dollars and sixty-six cents).

BY THE COURT.

Filed November 4, 1907.
A true copy.
Test this 5th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF WALTER M. MILLER, ADMINISTRATOR OF LEWIS M. MILLER

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF WALTER M. MILLER, ADMINISTRATOR OF LEWIS M. MILLER, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, D. C., December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11900. Walter M. Miller, administrator, Lewis M. Miller, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for cord wood and rails alleged to have been taken by or furnished to the military forces of the United States during the late civil war.

The claim was first referred to this court by the Committee on War Claims of the House of Representatives, under the act of March 3, 1883, and on January 18, 1904, was dismissed by the court for want of jurisdiction.

Thereafter, on March 3, 1905, the United States Senate, by resolution, referred to the court, under the act of March 3, 1887, known as the Tucker Act, a bill in the following words:

"[58th Congress, 3d session, S. 5932.]

"A BILL for the relief of the estate of Lewis M. Miller, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of Lewis M. Miller, deceased, late of Frederick County, Virginia, the sum of seven thousand seven hundred and fifty dollars, for stores and supplies taken by the military forces of the United States during the late civil war."

The claimant appeared and filed his petition in this court on the 28th day of April, 1906, in which it is substantially averred:

That he is a citizen of the United States, residing in Frederick County, State of Virginia, where his decedent resided during the late civil war;

That there was taken from his said decedent by the military forces of the United States, by proper authority, at different times during the late civil war, and appropriated to the use of the Army, property of the kind and value, as follows:

4,500 cords of wood, at $1.50	$6,750
30,000 rails (333⅓ cords), at $3	1,000
Total	7,750

Taken during the winter of 1864–65 by the Eighth, Fifteenth, and Twenty-second New York Cavalry, and the First Vermont Cavalry.

The case was brought to a hearing on loyalty and merits on the 22d day of April, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by Percy M. Cox, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedent, Lewis M. Miller, was loyal to the Government of the United States throughout the late civil war.

II. During said war there was taken from the claimant's decedent in Frederick County, State of Virginia, by the military forces of the United States, by proper authority, for the use of the Army, wood as above described, which at the time and place of taking was reasonably worth the sum of twenty-two hundred and forty dollars ($2,240), no part of which appears to have been paid.

III. The claim herein was presented by the decedent to the Southern Claims Commission in 1871, but it appears that he failed to take testimony and close the same before the claim was barred in 1879. The claim was subsequently referred to this court under the act of March 3, 1883, and was dismissed for want of jurisdiction. Thereafter, as hereinbefore stated, the claim was referred to the court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

BY THE COURT.

Filed April 29, 1907.
A true copy.
Test this 18th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF ROSA NASH SAUNDERS AND OTHER HEIRS OF NATHANIEL NASH

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ROSA NASH SAUNDERS, ELIZA NELSON PAMPLIN, ABBIE MAYES MARRIATT, ANNIE LEE TOONE, A. ROWLAND NASH, AND FANNIE ROBBINS NASH, HEIRS OF NATHANIEL NASH, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 4, 1907.—Referred to the Commmittee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, knowns as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 10372. Rosa Nash Saunders, Eliza Nelson Pamplin, Abbie Mayes Marriott, Annie Lee Toone, A. Rowland Nash, and Fannie Robbins Nash, heirs of Nathaniel Nash, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation of a shipyard by the military forces of the United States during the late civil war. On the 13th day of February, 1901, the United States Senate referred to the court a bill in the following words:

"[S. 5702, Fifty-sixth Congress, second session.]

"A BILL For the relief of the estate of Nathaniel Nash, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the legal representatives of the estate of Nathaniel Nash, deceased, late of Norfolk County, Virginia, the sum of ninety-four thousand one hundred and sixty dollars, for use and occupation of real estate during the years from eighteen hundred and sixty-two to eighteen hundred and sixty-five."

The claimants appeared in this court on the 10th day of February, 1903, and filed their petition, in which it is substantially averred:

That their decedent resided during the late civil war in Norfolk County, State of Virginia. That during said period their decedent owned, in the city of Norfolk, State of Virginia, a shipyard and the appurtenances thereto belonging, consisting of marine railways, engines, sawmill, wharves, work sheds, and complete equipments, machinery and fixtures for repairing and constructing ships.

That on or about the 2d day of June, 1862, the military forces of the United States, by proper authority, took possession of said shipyard and used and operated the same for the use and benefit of the United States Government continuously from said date until the 22d day of August, 1865, when the same was turned over to their decedent.

That the reasonable rental value thereof during the period specified, 1,186 days, that said property was so used by the United States, was $80 per day, amounting to the sum of $94,880.

The case was brought to a hearing on loyalty and merits on the 20th day of February, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimants' decedent, Nathaniel Nash, was not loyal to the Government of the United States throughout the late civil war.

II. During the war for the suppression of the rebellion the claimants' decedent, Nathaniel Nash, was the owner of a shipyard in or near Norfolk, Va., and was operating said yard in the manufacture of gunboats, arms, and munitions of war for the Confederate forces; and while so engaged, to wit, in June, 1862, the military forces of the United States took possession of said shipyard, machinery, tools, and equipment thereto belonging, and used and operated the same in the repair of vessels owned by the United States from that date until about August 23, 1865. The reasonable rental value of such shipyard, machinery, tools, and equipment at the time and place was the sum of eleven thousand five hundred dollars ($11,500).

III. A claim for rent of the aforesaid property was filed shortly after the war, which claim was rejected by the War Department on the ground that "the property belonged to an absent rebel and was used in the rebel service."

BY THE COURT.

Filed February 25, 1907.

A true copy.

Test this 13th day of November, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF MARY M. BANKS, HEIR OF HENRY BANKS

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARY M. BANKS, SOLE HEIR OF HENRY BANKS, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12554. Mary M. Banks, sole heir of Henry Banks, deceased, *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court June 27, 1906, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 1867, Fifty-ninth Congress, first session.]

"A BILL For the relief of the estate of Henry Banks, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the legal representative of the estate of Henry Banks, deceased, late of Fulton County, Georgia, the sum of twenty-four thousand six hundred dollars, the value of one hundred and twenty-three boxes of tobacco taken by the officers of the United States Army at Savannah, Georgia, in the month of December, eighteen hundred and sixty-four."

The claimant appeared and filed her petition in this court July 23, 1906, in which she makes the following allegations:

That she is the sole heir of Henry Banks, deceased, and resides in Fulton County, Ga., where her decedent resided during the late civil war.

That on or about December, 1864, her decedent was the owner of a certain quantity of manufactured tobacco which was in the office of the Southern Express Company at Savannah, Ga.; that during said month the military forces

The claimants appeared in this court on the 10th day of February, 1903, and filed their petition, in which it is substantially averred:

That their decedent resided during the late civil war in Norfolk County, State of Virginia. That during said period their decedent owned, in the city of Norfolk, State of Virginia, a shipyard and the appurtenances thereto belonging, consisting of marine railways, engines, sawmill, wharves, work sheds, and complete equipments, machinery and fixtures for repairing and constructing ships.

That on or about the 2d day of June, 1862, the military forces of the United States, by proper authority, took possession of said shipyard and used and operated the same for the use and benefit of the United States Government continuously from said date until the 22d day of August, 1865, when the same was turned over to their decedent.

That the reasonable rental value thereof during the period specified, 1,186 days, that said property was so used by the United States, was $80 per day, amounting to the sum of $94,880.

The case was brought to a hearing on loyalty and merits on the 20th day of February, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimants' decedent, Nathaniel Nash, was not loyal to the Government of the United States throughout the late civil war.

II. During the war for the suppression of the rebellion the claimants' decedent, Nathaniel Nash, was the owner of a shipyard in or near Norfolk, Va., and was operating said yard in the manufacture of gunboats, arms, and munitions of war for the Confederate forces; and while so engaged, to wit, in June, 1862, the military forces of the United States took possession of said shipyard, machinery, tools, and equipment thereto belonging, and used and operated the same in the repair of vessels owned by the United States from that date until about August 23, 1865. The reasonable rental value of such shipyard, machinery, tools, and equipment at the time and place was the sum of eleven thousand five hundred dollars ($11,500).

III. A claim for rent of the aforesaid property was filed shortly after the war, which claim was rejected by the War Department on the ground that "the property belonged to an absent rebel and was used in the rebel service."

BY THE COURT.

Filed February 25, 1907.

A true copy.

Test this 13th day of November, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF MARY M. BANKS, HEIR OF HENRY BANKS

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARY M. BANKS, SOLE HEIR OF HENRY BANKS, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12554. Mary M. Banks, sole heir of Henry Banks, deceased, *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court June 27, 1906, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 1867, Fifty-ninth Congress, first session.]

"A BILL For the relief of the estate of Henry Banks, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the legal representative of the estate of Henry Banks, deceased, late of Fulton County, Georgia, the sum of twenty-four thousand six hundred dollars, the value of one hundred and twenty-three boxes of tobacco taken by the officers of the United States Army at Savannah, Georgia, in the month of December, eighteen hundred and sixty-four."

The claimant appeared and filed her petition in this court July 23, 1906, in which she makes the following allegations:

That she is the sole heir of Henry Banks, deceased, and resides in Fulton County, Ga., where her decedent resided during the late civil war.

That on or about December, 1864, her decedent was the owner of a certain quantity of manufactured tobacco which was in the office of the Southern Express Company at Savannah, Ga.; that during said month the military forces

of the United States, under command of General Geary, took possession of said tobacco and appropriated the same to the use of the United States, as follows:

123 boxes of manufactured tobacco, averaging 100 pounds each, 12,300 pounds, at $2 ..... $24,600

The case was brought to a hearing on loyalty and merits on the 9th day of January, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by P. M. Ashford, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It does not appear from the evidence that the claimant's decedent, Henry Banks, was loyal to the Government of the United States throughout the war for the suppression of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, for the use of the Army, took from claimant's decedent in the office of the Southern Express Company at Savannah, Ga., tobacco as above described, which at the time and place of taking was reasonably worth the sum of fifteen thousand three hundred and seventy-five dollars ($15,375). Whether issued to the troops or sold and the proceeds paid into the Treasury of the United States does not appear.

III. The claim was originally presented to the Commissioners of Claims, who disallowed the same for the reason that "The jurisdiction of this commission is limited to stores and supplies taken for the use of the Army or Navy * * * and does not necessarily embrace all kinds of property that may be valuable to the Government." No other action appears to have been taken by the claimant until the presentation of the claim to Congress and its reference to this court under the bill hereinbefore set out.

BY THE COURT.

Filed January 14, 1907.
A true copy.
Test this 31st day of October, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session } SENATE { DOCUMENT 23

FINDINGS IN CASE OF ROBERT P. GLASS, EXECUTOR OF ROBERT J. GLASS

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ROBERT P. GLASS, EXECUTOR OF ROBERT J. GLASS, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11121. Robert P. Glass, executor of Robert J. Glass, deceased, *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court March 2, 1903, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 4307, Fifty-seventh Congress, first session.]

"A BILL For the relief of the estate of Robert J. Glass, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of Robert J. Glass, deceased, late of Frederick County, Virginia, the sum of seven thousand five hundred and seventy-one dollars and sixty-two cents, for stores and supplies furnished the United States Army during the late war of the rebellion."

The claimant appeared and filed his petition in this court September 14, 1904, in which he makes the following allegations:

That he is the executor of the last will and testament of Robert J. Glass, deceased, late of Frederick County, Va., and duly qualified as such in the county court of said county and State.

That he is a citizen of the United States, residing in said county and State, and where his decedent resided during the late war for the suppression of the rebellion. That at different times during said period the military forces of the United States, by proper authority, took from his decedent quartermaster stores and commissary supplies and appropriated the same to the use of the Army, as follows:

1,500 pounds of oats, at 60 cents per bushel	$28.12
1,400 pounds of corn, at $1 per bushel	25.00
500 pounds of hay	5.00
(By Albert S. Ashmead, lieutenant, Twenty-ninth Pennsylvania Volunteers, March 17, 1862.)	
55 bushels of corn, at 60 cents	33.00
(By Captain Thompson, A. Q. M., March 30, 1862.)	
35 bushels of corn, at $1	35.00
(By Capt. William Wells, June 12, 1862.)	
20 bushels of corn, at $1	20.00
(By Lieutenant Axer, First Battalion Maryland Cavalry, June 13, 1862.)	
1,800 pounds of hay	18.00
(By Lieut. Albert S. Ashmead, Twenty-ninth Pennsylvania Volunteers.)	
2,500 pounds of hay	25.00
20 bushels of corn, at $1	20.00
2,000 pounds of hay	20.00
40 bushels of corn, at $1	40.00
(By J. S. Paul, lieutenant and A. Q. M., One hundred and twenty-second Ohio Volunteer Infantry, January 22 and 24, 1863.)	
500 pounds of hay	5.00
500 pounds of hay	3.00
(By Thirty-seventh Pennsylvania Regiment, February 13, 1863.)	
900 pounds of hay	9.00
(By John Affleck, quartermaster-sergeant, First New York Volunteer Cavalry, March 23, 1863.)	
2,000 pounds of hay	20.00
60 bushels of oats, at 50 cents	30.00
(By Lieut. J. S. Walters, Thirteenth Pennsylvania Cavalry, February 15, 1863.)	
51,700 rails, at $4 per 100	2,068.00
1,000 cords of wood, at $2	2,000.00
Injury to buildings	311.50
12 head of horses, at $150	1,800.00
30 head of cattle, at $25	750.00
25 head of hogs, at $7	175.00
40 head of sheep, at $3	120.00
(By Major-General Sheridan in the fall of 1864.)	
Total	7,560.62

The case was brought to a hearing on loyalty and merits on the 30th day of October, 1905.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT:

I. It appears from the evidence that Robert J. Glass, deceased, the person from whom the property is alleged to have been taken, was not loyal to the Government of the United States during the war of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, for the use of the army, by proper authority, took from the claimant's decedent property of the kind and character above described, which was then and there reasonably worth the sum of four thousand six hundred dollars ($4,600), for which no payment appears to have been made.

III. No claim was ever presented to any officer or Department of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed January 15, 1906.
A true copy.
Test this 13th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF M. C. O'HARA, ADMINISTRATOR OF WILLIAM O'HARA

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF M. C. O'HARA, ADMINISTRATOR DE BONIS NON OF WILLIAM O'HARA, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11813. M. C. O'Hara, administrator de bonis non of William O'Hara, deceased, *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court March 3, 1905, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 1474, Fifty-eighth Congress, first session.]

"A BILL for the relief of the estate of Wm. O'Hara, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of Wm. O'Hara, deceased, late of Princeton, Kentucky, the sum of seven thousand nine hundred and twenty-five dollars, for stores and supplies taken by the military forces of the United States during the late civil war."

The claimant appeared and filed his petition in this court September 14, 1906, in which he makes the following allegations:

That he resides in Caldwell County, State of Kentucky, where his decedent resided during the late civil war. That during said period the military forces of the United States, by proper authority, took from his decedent, in said county

and State, and appropriated to the use of the United States Army, property of the kind and value, as follows:

Taken by the Forty-eighth Kentucky and other regiments of the United States Army from 1862 to 1865:

Item 1. 13 mules, at $125	$1,625
Item 2. 16 horses, at $100	1,600
Item 3. 75 head of hogs, at $10	750
Item 4. 10 head of cattle, at $30	300
Item 5. 100 head of sheep, at $3	300
Item 6. 3,000 bushels of corn, at $1	3,000
Item 7. 5 stacks of oats	150
Item 8. 5 stacks of hay	100
Total	7,925

The case was brought to a hearing on loyalty and merits of the 21st day of January, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that William O'Hara, deceased, was loyal to the Government of the United States throughout the war for the suppression of the rebellion.

II. During the war for the suppression of the rebellion there was taken from the claimant's decedent in Caldwell County, State of Kentucky, property of the kind and character described in the petition, which at the time and place of taking was reasonably worth the sum of four thousand eight hundred and twenty-nine dollars ($4,829.00), no part of which appears to have been paid.

III. The foregoing claim was not presented to any department of the Government prior to its presentation to Congress and reference to this court under resolution of the United States Senate as hereinbefore stated, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant for not having resorted to any established remedy.

BY THE COURT.

Filed January 28, 1907.
A true copy.
Test this 7th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF JOHN H. EGGBORN

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JOHN H. EGGBORN AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10095. John H. Eggborn *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for supplies or stores alleged to have been taken by or furnished to the military forces of the United States for their use during the late war for the suppression of the rebellion was transmitted to the court by resolution of the United States Senate on March 15, 1900, under the act of March 3, 1887, known as the Tucker Act.

The case was brought to a hearing on loyalty and merits on the 10th day of March, 1903.

G. W. Z. lack, esq., appeared for the claimant, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes the following allegations:

That he is a citizen of the United States, residing in Culpeper County, Va., where he resided during the late war of the rebellion; that at different times during said period the military forces of the United States, by proper authority, took from him stores and supplies of the value of $7,386 and appropriated the same to the use of the United States Army, as follows:

5 tons of hay, at $12	$60.00
60 barrels of corn, 300 bushels, at 60 cents	180.00
153 barrels of corn, 765 bushels, at 60 cents	459.00
120 cords of wood (rails), at $3	360.00
(Taken August, 1862, by General Pope's command.)	
16,536 pounds sole leather, at 25 cents	4,134.00
50 sides of upper leather, at $2.50	125.00
3 horses, at $125	375.00

16 hogs, 2,800 pounds pork, at 6 cents	$168.00
25 barrels corn, 125 bushels, at 60 cents	75.00
400 cords of wood (rails), at $3	1,200.00
(Taken December, 1864, by General Meade's command.)	
2 horses	250.00
(Taken December, 1864, by United States Cavalry.)	
Total	7,386.00

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the claimant herein, John H. Eggborn, was not loyal to the Government of the United States throughout the war for the suppression of the rebellion.

II. There was taken from the claimant in the county of Culpeper, State of Virginia, during the war of the rebellion by the military forces of the United States for the use of the Army property of the kind and character above described, which was then and there reasonably worth the sum of three thousand three hundred and ninety-three dollars ($3,393), for which no payment appears to have been made.

III. The claim was not presented to any department of the Government other than its presentation to Congress and its reference to this court under the act of March 3, 1887, known as the Tucker Act, and no evidence has been offered under that reference "bearing upon the question whether there has been delay or laches in presenting such claim or applying for such grant, gift, or bounty, and any facts bearing upon the question whether the bar of any statute of limitation should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy," except that in 1866 or 1867 the claimant placed the matter in the hands of a lawyer, who informed him that he had filed the claim with the Southern Claims Commission. It does not appear that the claimant paid any further attention to the matter.

BY THE COURT.

Filed March 23, 1903.
A true copy.
Test this 13th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF BETTIE EPPES MINETREE, HEIR OF JOHN W. EPPES

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF BETTIE EPPES MINETREE, SOLE HEIR OF JOHN W. EPPES, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE.
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11448. Bettie Eppes Minetree, sole heir of John W. Eppes, deceased, v. The United States.]

STATEMENT OF CASE.

The claim in this case is for stores and supplies alleged to have been taken by or furnished to the military forces of the United States during the war for the suppression of the rebellion.

The claim was first referred to the Southern Claims Commission and by said commission rejected on the ground that claimant was not loyal to the Government of the United States.

Said claim was thereafter referred to this court under the act of March 3, 1883, known as the Bowman Act, on January 27, 1888, and the court on January 21, 1889, found that the claimant's decedent, John W. Eppes, deceased, was not loyal to the Government of the United States during the civil war, and the cause was dismissed.

On April 26, 1904, the United States Senate, by resolution, referred to the court under the act of March 3, 1887, a bill in the following words:

"[S. 1845, Fifty-eighth Congress, first session.]

"A BILL for the relief of Bettie Eppes Minetree, sole heir of John W. Eppes, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to Bettie Eppes Minetree, sole heir of John W. Eppes, deceased, late of Prince George County, Virginia, the sum of fourteen thousand four hundred and eighty-one dollars, for stores and supplies furnished the United States Army during the late war of the rebellion."

The claimant appeared in this court and filed her petition on September 19, 1905- in which she makes in substance the following allegations:

That she is a citizen of the United States, residing in the District of Columbia, and is a daughter and sole heir of John W. Eppes, deceased, who resided during the late civil war in Prince George County, Va.

That during the late war for the suppression of the rebellion, and on or about the month of June, 1864, the military authorities of the United States, under command of General Grant, took from her decedent in Prince George County, Va., and appropriated to the use of the United States Army stores and supplies of the character and value as follows:

Item 1.	135 acres of corn, 540 barrels, at $5	$2,700.00
Item 2.	25,000 lbs. of fodder, at $10 per thousand	250.00
Item 3.	100 acres of oats, 100,000 pounds, at $1.25	1,250.00
Item 4.	30 acres of wheat, 210 bushels, at $1.50	315.00
Item 5.	20 acres of rye, 300 bushels, at $1	300.00
Item 6.	280 acres of timber, 2,800 cords of wood, at $1.50	4,200.00
Item 7.	5 acres of sorghum, 400 gallons, at 50 cents	200.00
Item 8.	84,000 feet of lumber from various buildings	1,440.00
Item 9.	5,000 bushels of ice, at 25 cents	1,250.00
Item 10.	5,120 feet of plank and paling fence	152.40
Item 11.	1½ miles of fencing, 99 cords of wood, at $3	297.00
Item 12.	6 mules, at $1.25	750.00
Item 13.	80 head of hogs, at $5	400.00
Item 14.	6 cows, at $30	180.00
Item 15.	50,000 bricks, at $6 per thousand	300.00
Item 16.	68,000 shingles, at $4 per thousand	272.00
Item 17.	2 wagons, at $75	150.00
Item 18.	2 carts, at $25	50.00
Item 19.	Gearing and harness	25.00
	Total	14,481.40

The case was brought to a hearing on loyalty and merits on the 31st day of January, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by James A. Tanner, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimant's decedent, John W. Eppes, the person from whom the property is alleged to have been taken, has heretofore been found not loyal to the Government of the United States throughout the late civil war.

The present reference is governed by the findings heretofore made.

II. There was taken from the claimant's decedent in Prince George County, Va., by the military forces of the United States, by proper authority, during the late civil war, and appropriated to the use of the Army, property as described in the petition of the value of seven thousand two hundred and sixty dollars ($7,260.00). No payment appears to have been made therefor.

III. The within claim was presented to the Commissioners of Claims and by them disallowed because of insufficient proof as to loyalty.

On the 27th day of January, 1888, the claim was referred to the court by the Committee on War Claims of the House of Representatives under the act of March 3, 1883, and the claimant's decedent found not to have been loyal to the Government of the United States throughout the late civil war, and the cause dismissed.

It was again referred to the court April 26, 1904, by resolution of the United States Senate, as hereinbefore set forth.

BY THE COURT.

Filed February 4, 1907.

A true copy.
Test this 20th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF GEORGE T. SAMPSON, SURVIVOR OF FIRM OF GEORGE T. SAMPSON AND AUGUSTUS SAMPSON

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF GEORGE T. SAMPSON, AS SURVIVING PARTNER OF THE FIRM OF GEORGE T. SAMPSON AND AUGUSTUS SAMPSON, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the Court I transmit herewith a certified copy of the findings of fact and opinion filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10889. (Decided May 6, 1907.) George T. Sampson, as surviving partner of the firm of George T. Sampson & Augustus Sampson.]

STATEMENT OF CASE.

This is a claim for work done and material alleged to have been furnished in the construction of the hull of the United States double-ender *Mattabessett.*

On June 17, 1902, the United States Senate, by resolution, referred to the court under the provisions of the act of March 3, 1887, known as the Tucker Act, a bill reading as follows:

"[S. 703, Fifty-seventh Congress, first session.]

"A BILL for the relief of George T. Sampson.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That there be paid to George T. Sampson, surviving partner of the firm of A. and G. T. Sampson, of Boston, Massachusetts, out of any money in the Treasury not otherwise appropriated, the sum of four thousand and fifteen dollars and thirty-eight cents, in full payment and discharge of the claim of said A. and G. T. Sampson for work done and material furnished in the construction of the hull of the United States double-ender 'Mattabessett,' as per report of Thomas O. Selfridge, commodore and president of board (Senate Executive Document Numbered Eighteen, first session of the Thirty-ninth Congress)."

The claimant appeared and filed his petition in this court on the 25th day of April, 1905, in which he avers as follows: That he is a citizen of the United States, residing

in the city of Boston, State of Massachusetts. That Augustus Sampson, who was associated with him in business from the year 1862 to 1875, died about the year 1894. That they resided at Boston, Mass., throughout the years 1861 to 1865 and gave no aid and comfort to the rebellion and were at all times loyal to the Government of the United States.

That petitioner and said Augustus Sampson, since deceased, entered into a contract with the Navy Department, dated September 9, 1862, to build and equip the hull of a paddle-wheel gunboat known as a wooden double-ender, subsequently called the *Mattabessett*, and that they performed their contract by completing the vessel, and the defendants, by their proper officers, paid to them the contract price, $75,000. By the contract she was to be launched January 13, 1863, but she was not launched until about six weeks later. The agreement allowed fifty days more for completing the vessel, but instead of being completed March 4, 1863, she was not finished until January 18, 1864.

That at the outset there was delay by the United States in furnishing the drawings, which on their arrival showed changes. Alterations and changes were ordered by the Government and performed by the contractors. These orders for such alterations and changes were made from time to time from the beginning until the end of the work. Many changes were ordered after the vessel had been delivered by the contractors at the premises of the contractor for the machinery, which were more than 200 miles from the shipyard of your petitioner, where the hull had been built. These alterations were expensive to the contractors over and above their direct cost, because they delayed the completion of the work beyond the contract term into a period when prices of labor and material were higher and because of the cost of the insurance, personal attendance, and other running expenses.

That the contractors built this ship as quickly as they could and as economically as possible. By reason of the changes and delays of the Government the cost to the contractors was increased $19,703.24, exclusive of loss of $1,174.25 by reason of delay in payments. Petitioner has received $500 because of the nondelivery at the Boston Harbor and $3,723.70 for extras.

The only ascertainment of how much the hull of the *Mattabessett* cost the contractors over and above the allowance for extra work and the contract price was by a board of naval officers thereunto authorized by the Secretary of the Navy on the 25th of May, 1865. The loss to the contractors by reason of the delays and changes ordered by the United States was $15,479.54 over and above all sums heretofore received from the United States, and exclusive of the loss of $1,174.25 by reason of delay in payments.

The contractors were not guilty of laches, inasmuch as they presented their claim to said board on the 29th of June, 1865; they also presented their memorial to Congress March 16, 1864, and have been diligent in asking relief from Congress ever since. No assignment of this claim has ever been made.

The case was brought to a hearing on loyalty and merits on the 10th day of April, 1907. John S. Blair, esq., appeared for the claimant, and the Attorney-General, by Charles F. Kincheloe, his assistant and under his direction, appeared for the defense and interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. George T. Sampson and his brother Augustus Sampson resided in Boston, Mass., and were associated in business from the year 1862 to 1875. They gave no aid or comfort to the rebellion, but were loyal to the Government of the United States throughout the war—from 1861 to 1865. Augustus Sampson died about the year 1894, and neither his estate nor his heirs are represented in this suit as parties claimant.

II. The said George T. Sampson and Augustus Sampson entered into a contract with the Navy Department, dated September 9, 1862, to build, launch, deliver to the engine contractor in New York City, and thereafter complete, the hull of the wooden double-ender gunboat *Mattabessett*, for the sum of $75,500. Under the contract the vessel was to be launched within one hundred and twenty-six days from the date of the contract, or by January 13, 1863, and promptly thereafter delivered at the premises of the contractor for the steam machinery; but the vessel was not launched until April 3, 1863, two hundred and six days after the date of the contract, and was not delivered to the machinery contractor until May 2, 1863 (reply of Navy Department, filed July 19, 1905, pp. 13, 84, 138). The contract called for the completion of the vessel within fifty days after its delivery to the machinery contractor in New York, May 2, 1863; but it was not completed until eight months thereafter, the principal

cause of this delay being the delay on the part of the machinery contractor in completing the installation of the engines and machinery of the vessel.

III. During the construction and equipment of the hull of said vessel by the contractors there were numerous alterations and additions ordered by the Navy Department and made by the contractors, for which the contractors, upon the completion of the vessel, presented a claim to the Navy Department, upon which claim they were allowed and paid the sum of $3,723.70, this being the full amount of the claim, with the exception of an item of $487 for cost of awnings for hurricane deck and an item of $1,325 for additional compensation for delivery of vessel at New York. This allowance and payment of $3,723.70 was in addition to the contract prices of $75,000 for the construction of the vessel and $500 for its delivery to the machinery contractor in New York, thus making a total payment to the contractors of $79,223.70.

IV. In consequence of numerous contractors and builders of Government vessels during the war having asked additional compensation for the construction of such vessels on the ground that they had cost the contractors more than they had received for them, the Senate of the United States on March 9, 1865, passed the following resolution:

"*Resolved*, That the Secretary of the Navy be requested to organize a board of not less than three competent persons whose duty it shall be to inquire into and determine how much the vessels of war and steam machinery contracted for by the Department in the years 1862 and 1863 cost the contractors over and above the contract price, and the allowance for extra work, and report the same to the Senate at its next session, none but those who have given satisfaction to the Department to be considered."

The Navy Department thereupon appointed a board consisting of Commodore Thomas O. Selfridge, Chief Engineer Henderson, and Paymaster Eldridge, commonly known as the Selfridge Board; and the contractors in this case presented to said Board a sworn statement of claim alleging the entire cost to them of the said vessel, *Mattabessett*, to have been $83,239.08, thus claiming the extra cost to them over and above the $79,223.70 theretofore paid them to have been $4,015.38.

Upon consideration said Board decided that the vessel had cost the contractors this amount of $4,015.38 over what they had received for it, and the Board so reported to the Secretary of the Navy, by whom said report was transmitted to the Senate on January 30, 1866.

V. No evidence has been offered by the Government to disprove the findings of the Selfridge Board, but some evidence has been produced by the claimant to confirm it.

VI. The contractors presented this claim to the said Selfridge Board on June 29, 1865, since which time no action appears from the record to have been taken in the prosecution of the claim until its presentation to the Fifty-seventh Congress by Senate bill No. 703, as hereinbefore set forth.

OPINION.

BARNEY, *J.*, delivered the opinion of the court.

This case comes to this court under the Tucker Act by a resolution of the Senate.

The bill referred is given in full in the statement of case herein, and, briefly stated, is a bill providing for the payment to the claimant of $4,015.38, in full payment and discharge of the claim of the claimant for work done and material furnished in the construction of the United States double-ender *Mattabessett*, as per report of what is commonly known as the Selfridge Board.

This Board consisted of Commodore Selfridge and two other naval officers, and was organized pursuant to a resolution of the Senate passed March 9, 1865. By the terms of said resolution it was made the duty of this Board to inquire into and report to the Senate how much the vessels of war and steam machinery contracted for by the Government during the years 1862 and 1863 cost the contractors over and above the contract price and allowance for extra work. This Board made investigations of these matters pursuant to said resolution, and its report is embodied in Senate Report No. 1942, Fifty-seventh Congress, first session. Arising from this report several cases have come before this court from Congress under the Tucker Act. The bills so referred have been for the payment of a specified sum, "as per report of Thomas O. Selfridge," or words of similar import, and that is the form of the bill referred in this case.

This court, in determining the amount of damages accruing to the claimants in such cases, confines itself to the amount as found by said naval board. These bills generally, if not invariably, correspond in amount to the findings of the Selfridge Board. That Board was appointed and discharged it duties shortly after these questions arose and while all or nearly all of the witnesses to the whole transaction were

still living and the facts were fresh in their recollection. After the lapse of more than forty years evidence introduced will be but a faint echo of what was certain at that time. The testimony produced in the case at bar is a good illustration of that fact, being little more than a belief in the verity of the evidence given before the Selfridge Board.

We are further constrained not to go beyond the report of the Selfridge Board from the form of and the amount stated in the bill referred to us. It is for "the sum of four thousand and fifteen dollars and thirty-eight cents, in full payment and discharge of the claim of said George T. Sampson for work done and material furnished, as per report of Thomas O. Selfridge, &c."

By the terms of the fourteenth section of the Tucker Act we are required in such case to report to Congress "the facts in the case, and the amount, where the same can be liquidated." Now, what "case" has been referred to us to report upon? Evidently the case made out by the bill in question and no other. In this case the bill is for $4,015.38, as per the report of the Selfridge Board, and we do not think we are called upon to go beyond that Board or that amount, especially as no evidence has been offered to impeach the finding of the Board, while some evidence has been produced to support it.

Again, if a bill for a greater amount or depending upon any other report or state of facts had been introduced in the Senate, that branch of Congress might not have consented to refer it to the court, but it did consent to confer this bill and this case to this court, and no other. Any other view of the case would authorize this court to return findings for a million dollars when the bill provided for the payment of but one thousand, thus evading the evident intention of the Tucker Act and making possible a fraudulent deception of Congress. Under the Bowman Act the provision is that "whenever a claim or matter is pending," it may be referred to this court, while under the Tucker Act the reference is of a bill "providing for the payment of a claim against the United States, legal or equitable," which implies the payment of the sum provided for in the bill and no more.

It is urgently contended by the claimant that the resolution of reference in this case broadens the jurisdiction of this court in making up its findings, and should be looked to for that purpose. We do not agree with this contention. This court gets its juridiction in this class of cases from the Tucker Act, and from that alone. The resolution of reference is but the vehicle by which the bill comes to this court and serves no other purpose; otherwise one branch of Congress alone would be enabled to enlarge the jurisdiction of this court. When the case is in this court we look to the bill referred to us, and no further, to determine the matter before the court for investigation and report.

Taking this view of the case, we deem it our duty to report only upon a claim, as reported by the Selfridge Board, for the sum of $4,015.38. The findings and this opinion will accordingly be certified to Congress.

By the Court.

Filed May 6, 1907.
A true copy.
Test this 23d day of November, 1907.
[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF MARY E. NUCHOLS AND OTHER HEIRS OF WILLIAM P. NUCHOLS

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARY E. NUCHOLS, ANNIE L. NUCHOLS, WILLIAM B. NUCHOLS, EDWARD L. NUCHOLS, AND HENRIETTA S. NUCHOLS, SOLE HEIRS OF WILLIAM P. NUCHOLS, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12605. Mary E. Nuchols, Annie L. Nuchols, William B. Nuchols, Edward L. Nuchols, and Henrietta S. Nuchols, sole heirs of William P. Nuchols, deceased, v. the United States.]

STATEMENT OF CASE.

The following bill was referred to the court June 27, 1906, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

[S. 4538, Fifty-ninth Congress, first session.]

"A BILL For the relief of the estate of William P. Nuchols, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of William P. Nuchols, deceased, late of Spottsylvania County, Virginia, the sum of two thousand dollars, for stores and supplies taken by the military forces of the United States on or about May, eighteen hundred and sixty-five, and appropriated to the use of the Army."

The claimants appeared and filed their petition in this court October 5, 1906, in which they make the following allegations:

That they are the children and sole heirs of William P. Nuchols, deceased, and reside in Spottsylvania County, Va., where their decedent resided at the times hereinafter mentioned.

That on or about the 13th day of May, 1865, the military forces of the United States under command of General Custer took from their decedent, in Spottsylvania County: Va., and appropriated to the use of the Army property of the kind and value, as follows,

Item 1. 21,300 rails, at $3 per hundred	$639
Item 2. 1 yoke of oxen	76
Item 3. 2 heifers	60
Item 4. 1 horse	125
Item 5. 60 head of sheep	300
Item 6. 50 acres (400 bushels) of wheat	800
Total	2,000

The case was brought to a hearing on loyalty and merits on the 29th day of October, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by F. W. Collins, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It does not appear that the claimants' decedent, William P. Nuchols, was loyal to the Government of the United States throughout the late civil war.

II. After active hostilities had ceased between the contending armies during the late civil war, to wit, on or about the 13th day of May, 1865, there was taken from the farm of the claimants' decedent, in Spottsylvania County, State of Virginia, by the military forces of the United States, property of the character and kind described in the petition, which was then and there reasonably worth the sum of eight hundred and fifty dollars ($850), no part of which appears to have been paid.

No allowance is made for the wheat claimed for, as it does not appear that the same was taken for the use of the United States Army.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this Court under the provisions of the Tucker Act, as hereinfore mentioned, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimants for not having resorted to any established legal remedy.

BY THE COURT.

Filed November 11, 1907.
A true copy.
Test this 27th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF W. T. AND E. G. GARRARD, ADMINISTRATORS OF T. T. GARRARD

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF W. T. GARRARD AND E. G. GARRARD, ADMINISTRATORS OF T. T. GARRARD, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 10273-1. W. T. Garrard and E. G. Garrard, administrators of T. T. Garrard, deceased, *v.* The United States.]

STATEMENT OF CASE.

On June 5, 1900, the United States Senate, by resolution, referred to the court under section 14 of the act of March 3, 1887, for a finding of facts, Senate bill No. 295, Fifty-sixth Congress, first session, providing for the payment to claimants' decedent of the sum of $4,199.60 for the destruction of salt and injury to certain salt works on Goose Creek in the vicinity of Manchester, State of Kentucky.

Claimants appeared by counsel and filed their petition herein, averring substantially as follows:

That they are the duly appointed and qualified administrators of T. T. Garrard, deceased, and residents of the State of Kentucky; that their decedent was loyal to the Government of the United States throughout the late civil war.

That in and prior to the month of October, 1862, said decedent was the owner of certain salt wells and works near Manchester in Clay County, Ky., together with necessary fixtures and machinery and was engaged in the manufacture of salt at said time and place.

That said salt works, together with the stock of manufactured salt on hand, were on or about the 21st of October, 1862, destroyed by the military forces of the United States under orders from Gen. Don Carlos Buell, department commander.

In their petition claimants state their claim as follows:

Injury to well, pump, pipe, etc.	$1,500.00
124 salt barrels, destroyed, at 40 cents each	49.60
6,300 bushels salt, destroyed, at $1 per bushel	6,300.00
Deterioration of furnace and fixtures by nonusage	5,000.00
19,200 bushels salt, anticipated yield for 8 months, at 75 cents	14,400.00
Total	22,749.60

The case was brought to a hearing on loyalty and merits on the 25th day of April, 1907.

Dudley and Michener, esqs., appeared for the claimants, and the Attorney-General, by Malcolm A. Coles, esq., his assistant, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimants' decedent was loyal to the Government of the United States throughout the late civil war.

II. During said war, in October, 1862, as a military necessity in the prosecution of the war and to prevent the same from falling into the hands of the enemy, the military forces of the United States destroyed the salt works, salt, and other property described in the petition, which property was situated in the vicinity of Manchester, Clay County, State of Kentucky.

Soon thereafter, to wit, in February, 1863, the Secretary of War appointed William P. Thomasson, a commissioner to investigate and report the value of the property so destroyed and as to the loyalty of the owners thereof to the Government of the United States. Said commissioner reported that he believed claimants' decedent to be loyal, and further reported on matters pertaining to the losses arising from the destruction of said property as follows, showing:

Injury to well, pump, pipe, etc	$500.00
124 salt barrels, worth 40 cents each	49.60
6,300 bushels salt destroyed, at 50 cents a bushel	3,150.00
Total	3,699.60

No evidence has been introduced to impeach or disprove said report as to the amount of damages therein stated, while some evidence has been introduced tending to corroborate same; also evidence showing said decedent was loyal.

There is no evidence before the court establishing the ownership of the property destroyed as aforesaid except such as appears in the report of Commissioner William P. Thomasson and the report of Col. D. A. Enyart and other officers detailed to destroy the works, in which it is shown that the works were owned and occupied by said decedent.

III. The reasonable value of the property so destroyed as aforesaid was then and there three thousand six hundred and ninety-nine dollars and sixty cents ($3,699.60.)

In respect to the damages claimed for the loss alleged to have been occasioned because of deterioration of furnace and fixtures for nonusage and for losses on anticipated yield, the damages are speculative and too remote for the court to liquidate, and no allowance is made therefor.

IV. The claim has never been presented to any department of the government, but it has been presented to Congress from time to time for payment until its reference to this court, as hereinbefore set forth.

By THE COURT.

Filed May 13, 1907.

A true copy.
Test this 25th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF J. W. REID, JR., ADMINISTRATOR OF J. W. REID

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS, TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF J. W. REID, JR., ADMINISTRATOR OF J. W. REID, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 10273-2. J. W. Reid, jr., administrator of the estate of J. W. Reid, deceased, *v.* The United States.]

STATEMENT OF CASE.

On June 5, 1900, the United States Senate by resolution referred to the court, under section 14 of the act of March 3, 1887, for a finding of facts, Senate bill 295, Fifty-sixth Congress, first session, providing for the payment to the claimant of the sum of $3,500 for the destruction of salt and injury to certain salt works on Goose Creek, in the vicinity of Manchester, State of Kentucky.

Claimant appeared by counsel and filed his petition herein, averring substantially as follows:

That he is the duly appointed and qualified administrator of J. W. Reid, deceased, and a resident of the State of Kentucky; that his decedent was loyal to the Government of the United States throughout the late civil war.

That in and prior to the month of October, 1862, said decedent was the owner of certain salt works and wells near Manchester, in Clay County, State of Kentucky, together with the necessary fixtures and machinery, and was engaged in the manufacture of salt at said time and place.

The said salt works, together with the stock of manufactured salt on hand, were, on or about October 21, 1862, destroyed by the military forces of the United States, under orders from Gen. Don Carlos Buell, department commander.

That in carrying out such orders the decedent's property was destroyed and damaged as follows:

Injury to well, pump, pipe, etc.	$1,500
5,000 bushels of salt destroyed, worth $1 per bushel	5,000
Deterioration of furnace and fixtures by nonusage	500
11,200 bushels salt, the anticipated yield for eight months	8,400
Total	15,400

The case was brought to a hearing on loyalty and merits on the 25th day of April, 1907.

Dudley & Michener, esqs., appeared for the claimant, and the Attorney-General, by Malcolm A. Coles, esq., his assistant, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following:

FINDINGS OF FACT.

I. The claimant's decedent was loyal to the Government of the United States throughout the late civil war.

II. During said war, in October, 1862, as a military necessity in the prosecution of the war and to prevent the same from falling into the hands of the enemy, the military forces of the United States destroyed the salt works, salt, and other property described in the petition, which property was situated in the vicinity of Manchester, Clay County, State of Kentucky.

Soon thereafter, to wit, in February, 1863, the Secretary of War appointed William P. Thomasson a commissioner to investigate and report the value of the property so destroyed and as to the loyalty of the owners thereof to the Government of the United States. Said commissioner reported that he believed claimant's decedent to be loyal, and further reported on matters pertaining to the losses arising from the destruction of said property as follows, showing

Injury to well, pump, pipe, etc	$500
5,000 bushels salt destroyed, at 50 cents per bushel	2,500
Total	3,000

No evidence has been introduced to impeach or disprove said report as to the amount of damages therein stated, while some evidence has been introduced tending to corroborate same, and also evidence showing said decedent was loyal.

There is no evidence before the court establishing the ownership of the property destroyed as aforesaid, except such as appears in the report of Commissioner William P. Thomasson and the report of Col. D. A. Enyart and other officers detailed to destroy the works, in which it is shown that the claimant's decedent was the lessee of the works from Mrs. J. T. Woodward and her daughter, Mrs. Mollie Shackleford, and was in possession of the same during the year 1862.

III. The reasonable value of the property so destroyed as aforesaid was then and there three thousand dollars ($3,000).

In respect to the damages claimed for the loss alleged to have been occasioned because of deterioration of furnace and fixtures, for nonusage and for losses on anticipated yield, the damages are speculative and too remote for the court to liquidate, and no allowance is made therefor.

IV. The claim has never been presented to any department of the Government, but it has been presented to Congress from time to time for payment until its reference to this court, as hereinbefore set forth.

BY THE COURT.

Filed May 13, 1907.
A true copy.
Test this 25th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF D. L. WALKER, ADMINISTRATOR OF ALEXANDER T. WHITE, AND WILLIAM T. HORTON, ADMINISTRATOR OF M. G. HORTON, LATE OF FIRM OF WHITE, HORTON & GARRARD

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF D. L. WALKER, ADMINISTRATOR OF ALEXANDER T. WHITE, DECEASED, AND WILLIAM T. HORTON, ADMINISTRATOR OF M. G. HORTON, DECEASED, LATE MEMBER OF THE FIRM OF WHITE, HORTON & GARRARD, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 10273-3. D. L. Walker, administrator of the estate of Alexander T. White, deceased, and William T. Horton, administrator of the estate of M. G. Horton, deceased, late members of the firm of White, Horton & Garrard, v. The United States.]

STATEMENT OF CASE.

On June 5, 1900, the United States Senate by resolution referred to the court under section 14 of the act of March 3, 1887, for a finding of facts, Senate bill 295, Fifty-sixth Congress, first session, providing for the payment to claimants of the sum of $2,050 for the destruction of salt and injury to certain salt works on Goose Creek in the vicinity of Manchester, State of Kentucky.

Claimants appeared by counsel and filed their petition herein, averring substantially as follows:

That they are the fully appointed and qualified administrators of the respective estates of Alexander T. White and M. G. Horton, deceased, and are residents of the State of Kentucky; that their decedents were loyal to the Government of the United States throughout the late civil war.

That they are two of the persons referred to in Senate bill 295 hereinbefore mentioned for whose relief said bill was introduced.

That in and prior to the month of October, 1862, their decedents in connection with Daniel Garrard, under the firm name of White, Horton & Garrard, were the owners of certain salt wells and works near Manchester, in Clay County, Ky., and of the fixtures and machinery connected therewith, and were engaged in the manufacture of salt at said time and place, the interests of the respective partners being as follows: Alexander T. White was the owner of a one-half interest; M. G. Horton was the owner of a one-fourth interest, and Daniel Garrard, for whom no

claim is here made for the reason that he was not loyal to the Government of the United States throughout the late civil war, was the owner of a one-fourth interest.

That said salt works, together with the stock of manufactured salt on hand, were on or about the 21st day of October, 1862, destroyed by the military forces of the United States under orders from Gen. Don Carlos Buell, department commander.

In their petition claimants state the losses as follows:

For injury to well, pump, pipe, etc	$1,500
2,000 bushels salt destroyed, worth $1 per bushel	2,000
Deterioration of furnace and fixtures by nonusage	550
16,000 bushels salt, the anticipated yield for eight months	12,000
Total	16,050

The case was brought to a hearing on loyalty and merits on the 25th day of April, 1907.

Dudley & Michener, esqs., appeared for the claimants, and the Attorney-General, by Malcolm A. Coles, esq., his assistant, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimants' decedents, Alexander T. White and M. G. Horton, were loyal to the Government of the United States throughout the late civil war.

II. During said war, in October, 1862, as a military necessity in the prosecution of the war and to prevent the same from falling into the hands of the enemy, the military forces of the United States destroyed the salt works, salt, and other property described in the petition, which property was situated in the vicinity of Manchester, Clay County, State of Kentucky.

Soon thereafter, to wit, in February, 1863, the Secretary of War appointed William P. Thomasson a commissioner to investigate and report the value of the property so destroyed and as to the loyalty of the owners thereof to the Government of the United Stated. Said commissioner reported that he believed claimants' decedents to be loyal, but that Daniel Garrard was not loyal to the United States Government, and he further reported on matters pertaining to the losses to the firm of White, Horton & Garrard arising from the destruction of said property as follows, showing—

Injury to well, pump, pipe, etc., to be	$500
2,000 bushels of salt destroyed, worth 50 cents a bushel	1,000

No evidence has been introduced to impeach or disprove said report as to the amount of damages therein stated, while some evidence has been introduced tending to corroborate same, and also evidence showing claimants' said decedents were loyal.

There is no evidence before the court establishing the ownership of the property destroyed as aforesaid, except such as appears in the evidence taken before the Commissioner and the report of Col. D. A. Enyart and other officers detailed to destroy the works, in which it is shown that said works were owned and occupied by the copartnership of White, Horton & Garrard, and that Alexander T. White owned a one-half interest, M. G. Horton owned a one-fourth interest, and Daniel Garrard owned a one-fourth interest.

III. The reasonable value of the property so destroyed as aforesaid was then and there fifteen hundred dollars ($1,500), one-half of which, amounting to $750, appears to have belonged to the decedent claimant, Alexander T. White, one-fourth, amounting to $375, to the decedent claimant, M. G. Horton, and the remaining one-fourth, for which no claim is presented, to Daniel Garrard.

In respect to the damages claimed for the loss alleged to have been occasioned because of deterioration of furnace and fixtures for nonusage and for losses on anticipated yield, the damages are speculative and too remote for the court to liquidate, and no allowance is made therefor.

IV. The claim has never been presented to any Department of the Government, but it has been presented to Congress from time to time for payment until its reference to this court as hereinbefore set forth.

By the Court.

Filed May 13, 1907.
A true copy.
Test this 25th day of November, 1907.
[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF SMITH SUMMERS, ADMINISTRATOR OF JOHN WATERS

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF SMITH SUMMERS, ADMINISTRATOR OF JOHN WATERS, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Term 1906 and 1907. Congressional, No. 10374. Smith Summers, administrator of John Waters, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for stores and supplies alleged to have been taken or furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 14th day of February, 1901, the United States Senate, by resolution, referred to the court a bill in the following words:

["S. 3966, Fifty-sixth Congress, first session.]

"A BILL for the relief of Smith Summers, administrator of John Waters, deceased.

"*Be it enacted in the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he hereby is, directed to pay to Smith Summers, administrator of John Waters, deceased, the sum of two thousand seven hundred and seventy-seven dollars and fifty cents for property taken from John Waters, deceased, by the United States Army during the late war."

The claimant in his amended petition makes the following allegations:

That he is the administrator of John Waters, deceased, appointed on the 9th day of March, 1901, by the chancery court in and for the county of Scott and State of Mississippi, his warrant of authority being herewith brought into court; that said decedent was, during the late war a resident of the State of Mississippi and did not give any aid or comfort to the said rebellion, but was throughout that war loyal to the Government of the United States.

That the following property belonging to John Waters, deceased, was taken from him by the United States Army and used by the said Army, the date, place, and command being particularly stated below:

In Scott County, in the State of Mississippi, on or about the 22d day of February, 1864, by the Sixteenth and Seventeenth United States Army Corps, under General Sherman:

1,300 bushels of corn	$1,300.00
5 horses, at $125 each	625.00
4 oxen, at $30 each	120.00
2,000 pounds of bacon, at 12½ cents per pound	250.00
15 sheep, at $1.50 each	22.50
20 beef cattle, at $15 each	300.00
100 bushels of potatoes, at 50 cents per bushel	50.00
10 bushels peas, at $1 per bushel	10.00
2,000 pounds of fodder	20.00
20 hogs, at $4 each	80.00
Total	2,777.50

That a claim for said property was presented to the Fifty-sixth Congress, the items of said claim being as heretofore stated.

That the said claim has been presented to the Fifty-sixth Congress, and was by Senate resolution of the said Fifty-sixth Congress on the 14th day of February, 1901, referred to this court for a finding of the facts in accordance with section 14 of an act approved March 3, 1887, entitled "An act to provide for the bringing of suits against the Government of the United States."

That no other action than as aforesaid has been had on this claim in Congress or by any of the Departments; that the claimant is the sole owner of this claim and the only person interested therein; that no assignment or transfer of this claim or of any part thereof or interest therein has been made; that the claimant is justly entitled to the amount herein claimed from the United States after allowing all just credits and offsets; that the claimant is a citizen of the United States, and the claimant believes the facts as stated in this petition to be true.

The case was brought to a preliminary hearing on the question of loyalty, and on the 17th day of December, 1906, the court found that John Waters, from whom the property was taken, was loyal to the Government of the United States throughout the said war.

The case was brought to a hearing on the 18th day of February, 1907, on the question of merits, Messrs. George A. & William B. King appearing for the claimant and the Attorney-General, by his assistant, F. W. Collins, esq., appearing for the defense and protection of the United States.

The court upon the evidence and after considering the briefs and argument of counsel on both sides makes the following

FINDINGS OF FACT.

I. Claimant's decedent, John Waters, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took from claimant's decedent in Scott County, State of Mississippi, property of the kind and character described in the petition, which was then and there reasonably worth the sum of seventeen hundred dollars ($1,700), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the provisions of the act of March 3, 1887, as hereinbefore mentioned, and no reason is given by the claimant why such was not done.

By the Court.

Filed February 25, 1907.
A true copy.
Test this 29th day of November, 1907.
[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF JOSHUA SHERWOOD, HEIR OF LEWIS A. SHERWOOD

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JOSHUA SHERWOOD, HEIR OF LEWIS A. SHERWOOD, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11553. Joshua Sherwood, heir of Lewis A. Sherwood, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled cause is for stores and supplies alleged to have been taken by or furnished to the military forces of the United States for their use during the war for the suppression of the rebellion.

The claim was first referred to the court by the Committee on War Claims of the House of Representatives, under the act of March 3, 1883. The case was on October 31, 1901, dismissed by the court for nonprosecution.

Thereafter, on April 26, 1904, the United States Senate, by resolution, referred to the court, under the act of March 3, 1887, known as the Tucker Act, a bill in the following words:

"[S. 1703, Fifty-seventh Congress, first session.]

"A Bill for the relief of Joshua Sherwood and Elizabeth Gray.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to Joshua Sherwood and Elizabeth Gray the sum of one thousand four hundred dollars for property taken from Lewis A. and Ellen Sherwood by the United States Army during the late war."

The claimant appeared in this court and filed his petition, in which he makes the following allegations:

I. That he is one of the heirs of Lewis A. and Ellen Sherwood, deceased; that said decedent was, during the late war, a resident of the State of Virginia, and did not give any aid or comfort to the said rebellion, but was throughout that war loyal to the Government of the United States.

II. That the following property belonging to Lewis A. and Ellen Sherwood was taken from them by the United States Army and used by the said Army, the date, place, and command being particularly stated below:

In Alexandria County, in the State of Virginia, on or about the —— day of years 1862, 1863, and 1864, by the United States troops, to wit, Twenty-ninth New York Volunteers, General Blanchard and General Sickler, brigades of Garibaldi soldiers, viz:

2 horses, at $125	$250
2 cows, at $35	70
300 panels post and rail fence, at $1 per panel	300
7 tons of hay, at $30 per ton	210
100 bushels of potatoes, at $1.50 per bushel	150
5 hogs, 150 pounds each, at 11 cents per pound	75
50 bushels of onions, at $1.50 per bushel	75
75 bushels of turnips, at 50 cents per bushel	35
50 chickens, at $6 per dozen	24
1,000 feet lumber, at 2½ cents per foot	25
2,000 cabbages, at 10 cents each	200
2 acres of corn, at $30 per acre	60
3 cords of wood, at $4 per cord	12
Total	1,486

III. That a claim for said property was presented to Congress October 1, 1877, the items of said claim being as heretofore stated.

IV. That the said claim has been presented to the Fifty-eighth and previous Congresses and was, by resolution of the Senate of the said Fifty-eighth Congress, on the 26th day of April, 1904, referred to this court for a finding of the facts, in accordance with section 1 of an act approved March 3, 1887, entitled "An act to provide for the bringing of suits against the United States Government."

The case was brought to a preliminary hearing on the question of loyalty, and on the 26th day of March, 1906, the claimant was found loyal. The case was brought to a hearing on the merits on the 7th day of February, 1907.

George A. & William B. King appearing on behalf of the claimant and J. A. Van Orsdel, Assistant Attorney-General, by his assistant, F. De C. Faust, appearing for the defense and protection of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedent, Lewis A. Sherwood, was loyal to the Government of the United States throughout the late civil war.

II. During said period there was taken from claimant's decedent in Alexandria County, State of Virginia, by the military forces of the United States, by proper authority, for the use of the Army, property of the kind and character described in the petition, which at the time and place of taking was reasonably worth the sum of four hundred dollars ($400), no part of which appears to have been paid.

III. The within claim was never presented to any department of the Government prior to its presentation to Congress and first reference to this court under the act of March 3, 1883, and no reason is given by the claimant why such was not done, except that it is contended by claimant that his deceased father was in bad health after the second year of the war and hardly ever left home, and that his mother after the death of his father knew nothing regarding the filing of such claims before the Southern Claims Commission.

By THE COURT.

Filed April 1, 1907.
A true copy
Test this 29th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF ROBERT M. LAY, ADMINISTRATOR OF NANCY LAY

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS, TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ROBERT M. LAY, ADMINISTRATOR OF NANCY LAY, DECEASED, AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the Court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Term 1906 and 1907. Congressional, No. 10354. Robert M. Lay, administrator of Nancy Lay, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for stores and supplies alleged to have been taken or furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 4th day of February, 1901, the United States Senate by resolution referred to the court a bill in the following words:

"[S. 3964, Fifty-sixth Congress, first session.]

"A BILL For the relief of Robert Lay, administrator of Nancy Lay, deceased.

"*Be it enacted in the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he hereby is, directed to pay to Robert Lay, administrator of Nancy Lay, deceased, the sum of five thousand one hundred and forty-six dollars, for property taken from Nancy Lay, by the United States Army during the late war."

The claimant in his petition makes the following allegations:

The claimant, Robert M. Lay, jr., respectfully represents—

I. That he is the administrator of Nancy Lay, deceased, appointed on the 4th day of March, 1901, by the chancery clerk in vacation of the court, in and for the county of Scott and State of Mississippi, his warrant of authority being herewith brought into court; that said decedent was, during the late war, a resident of the State of Mississippi, and did not give any aid or comfort to the said rebellion, but was throughout that war loyal to the Government of the United States.

II. That the following property belonging to Nancy Lay, deceased, was taken from him by the United States Army and used by the said Army, the date, place, and command being particularly stated below:

In Scott County, in the State of Mississippi, on or about the 10th and 19th days of February, 1864, by the United States forces, namely, the Sixteenth and Seventeenth Army Corps, under Gen. W. T. Sherman.

1. 2,100 bushels of corn, at $1 per bushel	$2,100
2. 7,000 pounds of bacon, at 15 cents per pound	1,050
3. 4 fine horses, at $150 each	600
4. 8 large oxen, at $40 each	320
5. 420 pounds of lard, at 20 cents per pound	84
6. 48 meat hogs, at $4 each	192
7. 3 fine mules, at $150 each	450
8. 5,000 pounds of fodder, at $1 per hundred	50
9. 12 beef cattle, at $15 each	180
10. 70 bushels of oats, at $1 per bushel	70
11. 100 bushels of potatoes, at 50 cents per bushel	50
	5,146

III. That a claim for said property was presented to the Southern Claims Commission, May, 1872, the items of said claim being as heretofore stated.

Said claim was not allowed by said tribunal, the ground for said action being that it was not presented until after the time allowed for the presentation of claims to the said tribunal.

IV. That the said claim has been presented to the Fifty-sixth Congress and was, by the resolution of the Senate of the said Fifty-sixth Congress—it was on the 4th day of February, 1901—referred to this court for a finding of the facts in accordance with section 1 of an act approved March 3, 1887, entitled "An act to provide for the bringing of suits against the Government."

V. That no other action than as aforesaid has been had on this claim in Congress or by any of the Departments; that the claimant is the sole owner of this claim and the only person interested therein; that no assignment or transfer of this claim, or of any part thereof or interest therein, has been made; that the claimant is justly entitled to the amount herein claimed from the United States, after allowing all just credits and offsets; that the claimant is a citizen of the United States. And the claimant believes that the facts as stated in this petition to be true.

And the claimant prays a finding of the facts in accordance with the aforesaid act.

The case was brought to a preliminary hearing on the subject of loyalty, and on the 26th day of March, 1906, the claimant was found loyal. The case was brought to a hearing on the merits on the 18th day of February, 1907, George A. & William B. King appearing on behalf of the claimant, and J. A. Van Orsdel, Assistant Attorney-General, by his assistant, F. W. Collins, appearing for the defense and protection of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

The claimant's decedent, Nancy Lay, was loyal to the Government of the United States throughout the late civil war.

II. During said period there was taken by the military forces of the United States for the use of the Army, from claimant's decedent in Scott County, State of Mississippi, property of kind and character described in the petition, which at the time and place of taking was reasonably worth the sum of twenty-eight hundred and four dollars ($2,804), no part of which appears to have been paid.

III. A claim for said property was presented to the Southern Claims Commission in May, 1872, but by that tribunal disallowed, for the reason that the same was not presented until after the time allowed for the presentation of claims to said tribunal.

Thereafter the claim was presented to the Fifty-sixth Congress, and on February 4, 1901, was referred to this court under the provisions of the act of March 3, 1887, as hereinbefore mentioned.

Filed February 25, 1907.

A true copy.

Test this 2d day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF THREE-MILE CREEK CHURCH OF CHRIST, OF BARNWELL COUNTY, S. C.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THREE-MILE CREEK CHURCH OF CHRIST, OF BARNWELL COUNTY, S. C., AGAINST THE UNITED STATES.

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12479. Trustees of Three-mile Creek Church of Christ, of Barnwell County, S. C., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and destruction of a church building by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

["S. 5232, Fifty-ninth Congress, first session.]

"A BILL for the relief of the trustees of Three-mile Creek Church of Christ, of Barnwell County, South Carolina.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Three-mile Creek Church of Christ, in Barnwell County, South Carolina, the sum of five hundred dollars, for use and destruction of their church building by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 5th day of March, 1907, and filed their petition, in which it is substantially averred:

That during the late civil war, and on or about the 10th day of February, 1865, the military forces of the United States, under command of General Sherman, took possession of the church building of the Three-mile Creek Church of Christ, and while in possession thereof totally destroyed the same by fire.

That said building at the time of its destruction aforesaid was reasonably worth the sum of $500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 1st day of April, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Three-mile Creek Church of Christ, Barnwell County, S. C., as a church, was loyal to the Government of the United States throughout the war for the suppression of the rebellion.

II. During the late civil war, and while the military forces of the United States under the command of General Sherman were encamped around the church building in the town of Barnwell, in the State of South Carolina, soldiers belonging to the said command set fire to the church building described in the petition and totally destroyed the same, together with the furniture therein, but for what purpose it was burned and by whose authority otherwise than as stated does not appear.

The reasonable value of the church building at the time and place was the sum of three hundred and nine dollars ($309), no part of which appears to have been paid.

III. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed April 8, 1907.
A true copy.
Test this 18th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session } SENATE { DOCUMENT 36

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, FRANKLIN, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF FRANKLIN, TENN., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12524. Trustees of the Methodist Episcopal Church South, of Franklin, Tenn., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court June 13, 1906, by resolution of the United States Senate under act of Congress, approved March 3, 1887, known as the Tucker Act:

"[S. 3828, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Franklin Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, at Franklin, Tennessee, the sum of two thousand five hundred dollars, for use of and damage to church building by the military forces of the United States during the late war of the rebellion."

The trustees of the Methodist Episcopal Church South, of Franklin, Tenn., appeared and filed their petition in this court September 14, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and on or about March, 1862, the military forces of the United States, by proper authority, took possession of the church building of the Methodist Episcopal Church South, of Franklin, Tenn., and used and occupied the same for military purposes until the spring of 1865, said building being used by Colonel Opedyke, of the One hundred and twenty-fifth Ohio Volunteer Infantry, and others.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $2,500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 22d day of January, 1906.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. During the war for the suppression of the rebellion the Methodist Episcopal Church South, of Franklin, Tenn., as a church, was loyal to the Government of the United States.

II. During said period the military forces of the United States, by proper authority, took possession of the church property belonging to the Methodist Episcopal Church South, of Franklin, Tenn., and occupied the same for about two years for hospital purposes and barracks. The reasonable rental value thereof at the time and place, together with the damage done to said property in excess of the ordinary wear and tear, was the sum of eight hundred and seventy-five dollars ($875.00), no part of which appears to have been paid.

III. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate, as hereinbefore stated, and no reason is given why such was not done.

BY THE COURT.

Filed January 28, 1907.
A true copy.
Test this 18th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF PRESBYTERIAN CHURCH, LYNNVILLE, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE PRESBYTERIAN CHURCH OF LYNNVILLE, TENN., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12482. Trustees of the Presbyterian Church of Lynnville, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and destruction of church buildings by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 4242, Fifty-ninth Congress, first session.]

"A BILL For the relief of the Presbyterian Church of Lynnville, Giles County, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Presbyterian Church of Lynnville, Giles County, Tennessee, the sum of six thousand dollars, in full payment of the claim of said church for the use, occupation, and damage to the buildings and property of said church by the United States military authorities during the late civil war."

The claimants appeared in this court on the 24th day of November, 1906, and filed their petition, in which it is substantially averred:

That the trustees of the Presbyterian Church of Lynnville, Tenn., are the successors of the Presbyterian Church of Old Lynnville, Tenn., and the Presbyterian Church of Hopewell, Tenn., and the present Presbyterian Church was formed by the union of the said two churches on or about September, 1868.

That during the late war for the suppression of the rebellion, and on or about February, 1864, the military forces of the United States, under command of Colonel

Miller and Captain Redmond (probably of General Dodge's command), took possession of the church building of the Presbyterian Church of Hopewell, Tenn., and removed the said building, appropriating the material therein to the use of the Army in building quarters. That said building at the time of its removal was reasonably worth the sum of $2,500.

That during the month of September, 1863, the said military forces under command of Colonel Bain, of General Dodge's command, took possession of the church building of the Presbyterian Church at Old Lynnville, Tenn., and used and occupied the same for hospital purposes until March, 1864. That thereafter, and during the fall of 1864, the said military forces under command of General Starkweather totally destroyed said building by fire. That said building at the time of its destruction was reasonably worth the sum of $3,500, making a total for their interest in both buildings of $6,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 30th day of April, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Presbyterian Church of Lynnville, Tenn., as a church, was loyal to the Government of the United States throughout the late civil war.

II. The trustees of the Presbyterian Church of Lynnville, Tenn., are the successors of the Presbyterian Church of Old Lynnville, Tenn., and the Presbyterian Church of Hopewell, Tenn., and the present Presbyterian Church was formed by the union of the said two churches on or about September, 1868.

III. During said war the military forces of the United States, by proper authority, took possession of and removed the church building of the Presbyterian Church, of Hopewell, Tenn., appropriating the material thereof for use in building quarters, and during said period said forces took possession of the church building of the Presbyterian Church, of Old Lynnville, Tenn., and used and occupied the same for hospital purposes for a period of about six months. Thereafter and during the fall of 1864 said military forces destroyed said church by fire. The reasonable compensation for the use of said building and the destruction of both church buildings herein mentioned at the times and places described in the petition was the sum of three thousand three hundred dollars ($3,300), no part of which appears to have been paid.

IV. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitation should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed May 6, 1907.
A true copy.
Test this 15th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, WILLIAMSBURG, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF WILLIAMSBURG, VA., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12470. Trustees of the Methodist Episcopal Church South, of Williamsburg, Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court June 13, 1906, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 6180, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Williamsburg, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, of Williamsburg, Virginia, the sum of two thousand two hundred dollars, for use and destruction of their church property by the military forces of the United States during the late civil war."

The trustees of the Methodist Episcopal Church South, of Williamsburg, Va., appeared and filed their petition in this court September 14, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion and on or about May 6, 1862, the military forces of the United States, under command of

General McClellan, took possession of the church building of the Methodist Episcopal Church South, of Williamsburg, Va., and used the same for hospital purposes. That various other commands of the said Army continued to use and occupy said building for military purposes from and after said date until the summer of 1865.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $2,200, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 20th day of February, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Methodist Episcopal Church South, of Williamsburg, Va., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, occupied said church building and used the same for hospital purposes for three years, and a reasonable rental value of said building, together with damages in excess of the ordinary wear and tear, was the sum of thirteen hundred dollars ($1,300.00).

III. This claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the provisions of the act of March 3, 1887, as hereinbefore stated, and no reason is shown why the same was not done.

BY THE COURT.

Filed February 25, 1907.
A true copy.
Test this 6th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, BARBOURSVILLE, W. VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF BARBOURSVILLE, W. VA., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12444. Trustees of the Methodist Episcopal Church South, of Barboursville, W. Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court, June 13, 1906, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 1311, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Barboursville, West Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay George E. Thornburg, G. W. Ayers, and J. E. Cyrus, trustees, one thousand five hundred dollars, out of any money in the Treasury not otherwise appropriated, for damage to the Methodist Episcopal Church South by Union soldiers during the years of eighteen hundred and sixty-three and eighteen hundred and sixty-four."

The trustees of the Methodist Episcopal Church South, of Barboursville, W. Va., appeared and filed their petition in this court November 24, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and on or about the fall of 1861, the military forces of the United States, by proper authority, took possession of the church building of the Methodist Episcopal Church South, of Barboursville, W. Va., and used and occupied the said building at various times until the close of the war. That among the troops occupying said building were Company G, Fifth West Virginia Cavalry; part of the Thirteenth West Virginia Infantry; part of the Thirty-fourth and Fortieth Ohio Regiment of Infantry.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $1,500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 20th day of February, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel for both sides, makes the following

FINDINGS OF FACT.

I. The Methodist Episcopal Church South, of Barboursville, W. Va., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During said war the military forces of the United States, by proper authority, occupied said church property and used the same at intervals for winter quarters. The reasonable rental value of said church property, together with damages in excess of the ordinary wear and tear, was the sum of five hundred dollars ($500.00).

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore set forth, and no reason is shown why such was not done.

BY THE COURT.

Filed February 25, 1907.
A true copy.
Test this 15th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF PRESBYTERIAN CHURCH, FRANKLIN, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE PRESBYTERIAN CHURCH OF FRANKLIN, TENN., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, D. C., December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12517. Trustees of the Presbyterian Church of Franklin, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 2298, Fifty-ninth Congress, first session.]

"A BILL for the relief of the trustees of the Presbyterian Church of Franklin, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Presbyterian Church of Franklin, Tennessee, the sum of one thousand two hundred and fifty dollars, for use and occupation of and damage to their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 27th day of December, 1906, and filed their petition in which it is substantially averred—

That during the late war for the suppression of the rebellion and on or about November 30, 1864, the military forces of the United States, by Surgeon Henry, of the One hundred and twenty-fifth Ohio Regiment of Infantry, took posses

sion of the church building of the Presbyterian Church, at Franklin, Tenn., and used and occupied the same for hospital purposes until February, 1865.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $1,250, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 11th day of February, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by P. M. Cox, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following.

FINDINGS OF FACT.

I. The Presbyterian Church of Franklin, Tenn., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During the war for the suppression of the rebellion the military forces of the United States, for their use, took possession of the church property of the Presbyterian Church of Franklin, Tenn., about the time of the battle at that place and used and occupied the same for hospital purposes for a period of about two months, removing therefrom the pews, pulpit, and other furnishings, which, together with the walls of the building, were materially damaged. The reasonable rental value of the building, together with the damage done thereto in excess of ordinary wear and tear, was the sum of eight hundred dollars ($800), no part of which appears to have been paid.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under act of March 3, 1887, as hereinbefore mentioned, and no reason is given why the same was not done.

BY THE COURT.

Filed February 18, 1907.
A true copy.
Test this 31st day of October, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF CHRISTIAN CHURCH, MARSHALL, MO.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE CHRISTIAN CHURCH OF MARSHALL, MO., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12429. Trustees of the Christian Church of Marshall, Mo., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 2492, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Christian Church of Marshall, Missouri.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Christian Church of Marshall, Missouri, the sum of three thousand dollars for use of and damage to their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 27th day of December, 1906, and filed their petition, in which they substantially aver—

That during the late war for the suppression of the rebellion, and on or about March, 1862, the military forces of the United States, by proper authority, took possession of the church building of the Christian Church, of Marshall, Mo., and used and occupied the same for military purposes from said date until on

or about August, 1865, said building being occupied by various commands, including the First, Fourth, and Seventh Missouri Cavalry and Seventh U. S. Infantry.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $3,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 29th day of October, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Christian Church of Marshall, Mo., as a church, was loyal to the Government of the United States throughout the late war for the suppression of the rebellion.

II. During said war the military forces of the United States, by proper authority, for the use of the Army, took possession of the building described in the petition and used and occupied the same from about March, 1862, to about August, 1865, and damaged the same. Such use and occupation, together with the reasonable damages in excess of ordinary wear and tear, was then and there reasonably worth the sum of twelve hundred and forty dollars ($1,240), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate, as hereinbefore mentioned, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant church for not having resorted to any established legal remedy.

BY THE COURT.

Filed November 4, 1907.
A true copy.
Test this 7th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF WARRENTON ACADEMY

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF WARRENTON ACADEMY, OF WARRENTON, VA., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11775. Trustees of Warrenton Academy, of Warrenton, Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court February 28, 1905, by resolution of the United States Senate, under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 5919, Fifty-eighth Congress, third session.]

"A BILL for the relief of the trusteees of Warrenton Academy, of Warrenton, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Warrenton Academy, of Warrenton, Virginia, the sum of five thousand dollars, for use of and damage to the said academy by the military forces of the United States during the late civil war."

The trustees of Warrenton Academy, of Warrenton, Va., appeared and filed their petition in this court March 13, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and in the winter of 1862-3, the military forces of the United States, under command of Colonel Janeaway, took possession of a certain building belonging to the town of Warrenton, Va., and known as the Warrenton Academy, and removed the

said building, appropriating the material therein to the use of the United States Army in building winter quarters. That said building at the time of its removal as aforesaid was reasonably worth the sum of $5,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 12th day of December, 1906.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by M. A. Coles, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Warrenton Academy, situated in Warrenton, Va., was originally the property of Richard Henry Lee and Robert E. Lee, who by deeds of conveyance conveyed to certain individuals as trustees the aforesaid property for educational purposes. It is not shown what disposition said trustees subsequently made of said property, or whether the buildings thereon were erected by them or were owned and controlled by the city of Warrenton, nor is it shown whether said educational institution was ever incorporated as such.

II. It does not appear to the court that throughout the war for the suppression of the rebellion the trustees of the Warrenton Academy were loyal to the Government of the United States; and if the academy belonged to the corporation of Warrenton, it is not shown that said corporation was loyal to the Government of the United States throughout said war.

III. It appears that the building belonging to the claimants was, prior to and during the war for the suppression of the rebellion, occupied and used by the Confederacy, with the knowledge, consent, and approval of the public authorities of Warrenton, and no objection shown to said use by the trustees thereof, for the manufacture of ammunition to be used by the Confederate army.

IV. During said war the military forces of the United States, by proper authority, used the said building for hospital purposes, and thereafter removed the same and appropriated the material to the use of the army in building winter quarters. At the time of said removal the building was reasonably worth the sum of twelve hundred dollars ($1,200).

It does not appear that any payment has been made for any part thereof.

V. Said claim was never presented to any officer or department of the Government prior to its presentation to Congress and reference to this court as aforesaid, and no reason is shown why the same was not done.

BY THE COURT.

Filed December 17, 1906.
A true copy.
Test this 15th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF GROVE PRESBYTERIAN CHURCH, MORRISVILLE, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF GROVE PRESBYTERIAN CHURCH OF MORRISVILLE, VA., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11609. Trustees of Grove Presbyterian Church, of Morrisville, Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court April 27, 1904, by resolution of the United States Senate, under act of Congress, approved March, 3, 1887, known as the Tucker Act:

"[S. 641, Fifty-eighth Congress, first session.]

"A BILL For the relief of the trustees of the Grove Presbyterian Church, of Morrisville, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Grove Presbyterian Church, of Morrisville, Virginia, the sum of two thousand five hundred dollars, for use of and damage to church building by the military forces of the United States during the late war of the rebellion."

The trustees of the Grove Presbyterian Church, of Morrisville, Va., appeared and filed their petition in this court August 28, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion the military forces of the United States, consisting of a part of the Fifth Army Corps, encamped during the winter of 1862–63 at Morrisville, Va., and took possession of the church building of the Grove Presbyterian Church at said place, and

used and occupied the same for a time for military purposes, and thereafter tore down and removed the said building, appropriating the material to the use of the Army. That said building, including furniture and fixtures, was reasonably worth the sum of $2,500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 19th day of February, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Grove Presbyterian Church, of Morrisville, Va., as a Church, was loyal to the Government of the United States throughout the late civil war.

II. During the late civil war the military forces of the United States, by proper authority, took possession of the church property belonging to the Presbyterian Church, of Morrisville, Va., and used and occupied the same for military purposes for some time, but how long does not appear. The military forces of the United States, being part of the Fifth Army Corps, subsequently tore down the building and used part of the materials for fuel in 1863. That part of the building not taken away and used for fuel was subsequently burned, but by whom does not appear. The reasonable value of the materials so taken and burned as aforesaid was the sum of eleven hundred dollars ($1,100).

III. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed February 25, 1907.
A true copy.
Test this 18th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF BAPTIST CHURCH, FAYETTE COUNTY, W. VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE BAPTIST CHURCH OF FAYETTE COUNTY, W. VA. AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12451. Trustees of the Baptist Church, of Fayette County, W. Va., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the use and destruction of a church building by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 108, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Baptist Church of Fayette County, West Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Baptist Church of Fayette County, West Virginia, the sum of eight hundred dollars, for use and occupation of and damage to their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 6th day of November, 1906, and filed their petition in which it is substantially averred:

That during the late war for the suppression of the rebellion and on or about July, 1862, the military forces of the United States, under command of General Cox, took possession of the church building of the Baptist Church, situated near Lookout, Fayette County, W. Va., and used and occupied the same

used and occupied the same for a time for military purposes, and thereafter tore down and removed the said building, appropriating the material to the use of the Army. That said building, including furniture and fixtures, was reasonably worth the sum of $2,500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 19th day of February, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Grove Presbyterian Church, of Morrisville, Va., as a Church, was loyal to the Government of the United States throughout the late civil war.

II. During the late civil war the military forces of the United States, by proper authority, took possession of the church property belonging to the Presbyterian Church, of Morrisville, Va., and used and occupied the same for military purposes for some time, but how long does not appear. The military forces of the United States, being part of the Fifth Army Corps, subsequently tore down the building and used part of the materials for fuel in 1863. That part of the building not taken away and used for fuel was subsequently burned, but by whom does not appear. The reasonable value of the materials so taken and burned as aforesaid was the sum of eleven hundred dollars ($1,100).

III. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed February 25, 1907.
A true copy.
Test this 18th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF BAPTIST CHURCH, FAYETTE COUNTY, W. VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE BAPTIST CHURCH OF FAYETTE COUNTY, W. VA. AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12451. Trustees of the Baptist Church, of Fayette County, W. Va., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the use and destruction of a church building by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 108, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Baptist Church of Fayette County, West Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Baptist Church of Fayette County, West Virginia, the sum of eight hundred dollars, for use and occupation of and damage to their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 6th day of November, 1906, and filed their petition in which it is substantially averred:

That during the late war for the suppression of the rebellion and on or about July, 1862, the military forces of the United States, under command of General Cox, took possession of the church building of the Baptist Church, situated near Lookout, Fayette County, W. Va., and used and occupied the same

for hospital purposes until on or about September, 1862, when the said military forces tore down and removed the said building, appropriating the material to the use of the Army in building winter quarters.

That said building at the time of its removal as aforesaid was reasonably worth the sum of $800, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 23d day of October, 1907.

G. W. Hott, esq., appeared for the claimants, and the Attorney-General, by P. M. Cox, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Baptist Church, of Fayette County, W. Va., as a Church, was loyal to the Government of the United States throughout the late civil war.

II. During said war the military forces of the United States, by proper authority, for the use of the Army, took possession of the church building described in the petition and used the same for hospital purposes and later tore down the same and used the material thereof in the erection of winter quarters for use of the United States troops. The reasonable value of the said building at the time and place of taking was the sum of four hundred and seventy-five dollars ($475), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by the United States Senate as hereinbefore mentioned, and no reason is given why the bar of any statute of limitation should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed October 28, 1907.
A true copy.
Test this 7th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF BAPTIST CHURCH, OF BEAUFORT, S. C.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE BAPTIST CHURCH, OF BEAUFORT, S. C., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12463. Trustees of the Baptist Church, of Beaufort, S. C., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court the following bill:

"[S. 3018, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Baptist Church, of Beaufort, South Carolina.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Baptist Church, of Beaufort, South Carolina, the sum of four thousand dollars, for use and occupation of and damage to their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 22d day of January, 1907, and filed their petition, in which it is substantially averred:

That during the late war for the suppression of the rebellion, and on or about November, 1862, the military forces of the United States, by proper authority, took possession of the church building of the Baptist Church, of Beaufort, S. C., and used and occupied the same for quarters until the summer of 1863, when the said building was converted to hospital purposes and so used and occupied until

Pleasant Grove Baptist Church, situate near Ringgold, Ga., and removed the said building, appropriating the material therein to the use of the Army in building quarters and for other purposes. That said building was constructed of frame woodwork about the year 1859, was 30 by 50 feet, and reasonably worth at the time of its removal as aforesaid the sum of $500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 11th day of March, 1907.

G. W. Hott, esq., appeared for the claimants, and the Attorney-General, by W. H. Lamar, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Pleasant Grove Baptist Church, of Ringgold, Ga., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, took possession of the church building described in the petition, tore down the same, and appropriated the material therein contained to the use of the Army. Such building was at the time and place of taking reasonably worth the sum of four hundred dollars ($400.00), no part of which appears to have been paid.

III. The claim herein was presented to the Commissioners of Claims and by that tribunal disallowed for want of jurisdiction. Thereafter the claim was referred to this court by resolution of the United States Senate under the act of March 3, 1887, as hereinbefore mentioned.

BY THE COURT.

Filed March 18, 1907.
A true copy.
Test this 6th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF KENT STREET PRESBYTERIAN CHURCH, WINCHESTER, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF KENT STREET PRESBYTERIAN CHURCH, WINCHESTER, VA., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12494. Trustees of Kent Street Presbyterian Church, Winchester, Va., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 5894, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of Kent Street Presbyterian Church, of Winchester, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Kent Street Presbyterian Church, of Winchester, Virginia, the sum of five thousand dollars, for use and destruction of their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court January 22, 1907, and filed their petition, in which it is substantially averred:

That during the late war for the suppression of the rebellion, and on or about March, 1862, the military forces of the United States, under command of General Banks, took possession of the church building of Kent Street Presbyterian Church, of Winchester, Va., and used and occupied the same for mili-

tary purposes. That thereafter, various other commands of the United States Army used and occupied the said building at intervals until September 19, 1864, when the said army, under command of General Sheridan, took possession of said building and used the same for hospital purposes until May, 1865.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $5,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 22d day of April, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Kent Street Presbyterian Church, of Winchester, Va., as an organization, was loyal to the Government of the United States throughout the late war for the suppression of the rebellion.

II. During said period the military forces of the United States, under the commands of Generals Banks and Sheridan, took possession of the church building described in the petition and used and occupied the same at various times for hospital purposes from March, 1862, to May, 1865. Such use and occupation, together with the reasonable damages in excess of the ordinary wear and tear, was then and there worth the sum of two thousand seven hundred and fifty dollars ($2,750), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court, under the provisions of the act of March 3, 1887, hereinbefore mentioned, and no reason is given therefor.

BY THE COURT.

Filed April 29, 1907.
A true copy.
Test this 15th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

FINDINGS IN CASE OF TRUSTEES OF MOUNT ZION CHURCH, WILLIAMSON COUNTY, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF MOUNT ZION CHURCH, WILLIAMSON COUNTY, TENN., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12488. Trustees of Mount Zion Church, Williamson County, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use, occupation, and damage to the Mount Zion Church, of Williamson County, Tenn., by the military forces of the United States during the war for the suppression of the rebellion. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 4241, Fifty-ninth Congress, first session.]

"A BILL for the relief of the Mount Zion Church, of Williamson County, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Mount Zion Church, of Williamson County, Tennessee, the sum of one thousand five hundred dollars, in full payment for the use, occupation, and damage to the buildings and property of said church by the United States military authorities during the late civil war."

The trustees of said church appeared in this court on the 24th day of September, 1906, and filed their petition, in which it is substantially averred:

That the Mount Zion Church, of Williamson County, Tenn., as a church, was loyal to the United States throughout the war for the suppression of the re-

bellion; that about 1862 or 1863 the military forces of the United States, under proper orders, took possession of said building and property and carried away the materials of which said building was constructed to a place called Daddys Knob, where the said army was in camp, and used said material for the construction of quarters for said troops, and also for fuel and other purposes, the result of which was a total loss to said organization, and for which said church asks that the sum of $2,300 be paid to said trustees.

The case was brought to a hearing on loyalty and merits on the 29th day of April, 1907.

H. M. Foote appeared for the claimant, and the Attorney-General, by Felix Brannigan, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Mount Zion Church, of Williamson County, Tenn., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, took possession of the church property described in the petition, used and occupied the same, and used some of the material from said church building in the construction of quarters for said troops. Said use and occupation and appropriation of material was at the time and place reasonably worth the sum of one thousand three hundred dollars ($1,300), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the provisions of the act of March 3, 1887, hereinbefore mentioned, and no reason is given therefor.

BY THE COURT.

Filed May 6, 1907.

A true copy.

Test this 25th day of November, A. D. 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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FINDINGS IN CASE OF THE CHURCH OF CHRIST, LA VERGNE, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE CHURCH OF CHRIST OF LA VERGNE, TENN., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional No. 12525. The Church of Christ of La Vergne, Tenn., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to this court on the 15th day of June, 1906, by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

"[S. 2967, Fifty-ninth Congress, first session.]

"A BILL For the relief of Christ Church of La Vergne, Tenn.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, directed to pay to the Church of Christ of La Vergne, Tennessee, out of any money in the Treasury not otherwise appropriated, the sum of three thousand five hundred dollars, in full payment for Ebenezer Church building, which was demolished and its materials used by the military forces of the United States during the war of the rebellion."

The claimant appeared and filed its petition in this court on January 25, 1907, in which it makes the following allegations:

That it is a corporation duly organized and existing under the laws of the State of Tennessee, having its domicile at La Vergne, Rutherford County, Tenn.; that from about the year 1850 and during the war of the rebellion petitioner owned a certain large frame building known as Ebenezer Church, near La Vergne, which with its furnishings was of the reasonable value of $3,500 at the

time the said building was taken down in the year 1864 and the material and furnishings thereof removed by the military forces of the United States at its camp at La Vergne and used in the construction of commissary storehouses and winter quarters for the military forces of the United States.

The case was brought to a hearing on loyalty and merits on the 13th day of May, 1907.

Benjamin Carter, esq., appeared for the claimant, and the Attorney-General, by W. H. Lamar, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Church of Christ of La Vergne, Tenn., as a church, was loyal to the Government of the United States throughout the late civil war. It does not appear that the church was incorporated, but that it was a voluntary association operated for religious purposes.

II. During said period the military forces of the United States, by proper authority, took possession of the church property belonging to the Church of Christ of La Vergne, Tenn., and tore down the same and used the materials therein contained in the construction of commissary storehouses and winter quarters for the troops. The reasonable value of the church building at the time of its destruction was the sum of twenty-two hundred dollars ($2,200), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to the court under the provisions of the act of March 3, 1887, as hereinbefore mentioned, and no reason is given therefor.

BY THE COURT.

Filed May 15, 1907.
A true copy.
Test this 22d day of November, A. D. 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS } SENATE { DOCUMENT
1st Session } { 50

FINDINGS IN CASE OF MAKEMIE PRESBYTERIAN CHURCH, DRUMMONDTOWN, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE MAKEMIE PRESBYTERIAN CHURCH, OF DRUMMONDTOWN, VA., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Term 1906 and 1907. Congressional, No 11030. Makemie Presbyterian Church, of Drummondtown, Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was introduced in Congress:

"[S. 1532, Fifty-seventh Congress, first session.]

"A BILL For the relief of Makemie Presbyterian Church.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Makemie Presbyterian Church, at Accomac Court-House, Accomac County, Virginia, four hundred dollars, the same being in full for, and the receipt of the same to be taken and accepted in full and final discharge of, its claim for the occupancy of and damage to the church building by the military forces of the United States during the late war between the States, and for which no payment has been made."

That by resolution of the Senate of the Fifty-seventh Congress, first session, on the 31st day of March, 1903, the claim was referred to this court for a finding of the facts in accordance with the provisions of the act of March 3, 1887, entitled "An act to provide for the bringing of suits against the Government of the United States."

The plaintiff in its petition makes the following allegations: That the church building was occupied some time in 1861 until the close of the war by United States troops as follows: Company A, Purnell's legion, Maryland Cavalry; a troop of Delaware Cavalry; a troop of Pennsylvania Cavalry, commanded by Captain Skelly, and a part of a negro regiment, and that while so occupied by said military forces, all the interior fittings and part of the walls were removed and used for the benefit of the United States, and that in consequence of the destruction of the pews and windows and damage to the walls by said military forces, the building was not again occupied as a place of worship until 1869. That the value of the occupation of said building by the troops and the amount of damage to the building was as follows:

Damage to church and interior fittings	$770
Use and occupation for four years, at $150 per year	600
Total	1,370

That no claim was ever presented to the United States for the use, occupation, and damage to the said church property except as hereinbefore stated, but the church edifice was partly repaired by the claimant and used as a place of worship some time in 1869.

The case was brought to a hearing on the 6th day of May, 1907, George A. & William B. King appearing for the claimant, and Malcolm A. Coles, esq., assistant to the Assistant Attorney-General, and by his direction appearing for the defense and protection of the United States.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Makemie Presbyterian Church, of Drummondtown, Va., as an an organization was loyal to the Government of the United States throughout the late war.

II. During said period the military forces of the United States by proper authority took possession of the church property described in the petition and used the same at various times for general military quarters and damaged the same. The reasonable value of said use and occupation, together with damages in excess of the ordinary wear and tear, was then and there the sum of four hundred dollars ($400).

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under the provisions of the act of March 3, 1887, as hereinbefore mentioned, and no reason is given therefor.

BY THE COURT.

Filed May 13, 1907.
A true copy.
Test this 29th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS } 1st Session } SENATE { DOCUMENT 51

FINDINGS IN CASE OF FIRST BAPTIST CHURCH, NEWBERN, N. C.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE FIRST BAPTIST CHURCH OF NEWBERN, N. C., AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12510. Terms 1906 and 1907. The First Baptist Church of Newbern, N. C.]

STATEMENT OF CASE.

This is a claim for stores and supplies alleged to have been taken or furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 13th day of June, 1906, the United States Senate by resolution referred to the court a bill in the following words:

"[S. 4117, Fifty-ninth Congress, first session.]

"A BILL For the relief of the First Baptist Church, of Newbern, North Carolina.

"*Be it enacted in the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the First Baptist Church of Newbern, North Carolina, the sum of six thousand two hundred dollars, in full satisfaction for the use and occupation of their church building as a storehouse for commissary supplies by the military authorities of the United States from October tenth, eighteen hundred and sixty-two, to May tenth, eighteen hundred and sixty-five."

The claimant in his petition makes the following allegations:

That the First Baptist Church of Newbern is an ecclesiastical corporation existing under the laws of the State of North Carolina.

That the said First Baptist Church of Newbern, N. C., as a corporation, did not give any aid or comfort to the Confederacy during the war of the rebellion, but throughout that war remained loyal to the Government of the United States.

That the said church building was occupied by United States military forces from shortly after the date of the capture of Newbern by the United States military forces, and was by them used as a warehouse for the storage of commissary stores throughout the remainder of said war, and that there is justly due the said church rent for the use and occupation of said building for the period of three years, amounting in all to the sum of $6,200 for the period from October 1, 1862, up to December 30, 1865.

That no claim for said use and occupation was ever presented to the United States except as hereinafter stated.

That the said claim was presented to the Fifty-ninth Congress and by resolution of the Senate of the said Fifty-ninth Congress, first session (S. R. No. 144), and was by said resolution referred to the court for findings of fact in accordance with the provisions of the act of March 3, 1887, commonly known as the Tucker Act.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The First Baptist Church of Newbern, N. C., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, took possession of the church building described in the petition the latter part of 1862 or early part of 1863, and used and occupied the same at intervals the greater part of three years for the storage of commissary supplies. The reasonable rental of the building, together with whatever damage was done thereto in excess of the ordinary wear and tear during the period of occupancy was the sum of twelve hundred dollars ($1,200), no part of which appears to have been made.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the provisions of the act of March 3, 1887, as hereinbefore mentioned, and no reason is given why such was not done.

By THE COURT.

Filed February 18, 1907.
A true copy.
Test this 29th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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FINDINGS IN CASE OF HAGERSTOWN AND MIDDLEBURG TURNPIKE COMPANY

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF HAGERSTOWN AND MIDDLEBURG TURNPIKE COMPANY AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional No. 11147. Hagerstown and Middleburg Turnpike Company *v.* The United States.]

STATEMENT OF CASE.

This is a claim for toll for the use of the claimant's turnpike between Hagerstown, Md., and Middleburg, Pa., by the cavalry and artillery of and horses and wagons and mules belonging to the United States during the late civil war.

On March 2, 1903, the United States Senate by resolution referred to this court a bill under the provisions of the act of March 3, 1887, of which the following is a copy:

[S. 6993, Fifty-seventh Congress, second session.]

"A BILL For the relief of the Hagerstown and Middleburg Turnpike Company of Washington County, Maryland.

Be it enacted in the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby, authorized to pay, out of any money in the Treasury not otherwise appropriated, to the Hagerstown and Middleburg Turnpike Company the sum of five thousand nine hundred and sixty-nine dollars and twenty-six cents, for tolls due said company for the use of its roadbed by the United States troops, wagons and horses under command of United States officers."

The claimant appeared in this court July 11, 1903, and filed its petition, in which it avers substantially:

That during the war for the suppression of the rebellion it was a corporation operating a turnpike road between Hagerstown, Md., and Middleburg, Pa., a distance of about 5 miles; that the cavalry, artillery, wagons, horses, and mules of the United States used said turnpike during said war; that it had been paid by the United States the toll for such travel over said turnpike up to July 14, 1863; that from July 14, 1863, to and including May 23, 1865, an account accrued to it on account of such travel in the sum of $941.09; that on account of the removal of the Quartermaster's Department from Hagerstown, Md., the gatekeeper who had charge of the keeping of the toll account did not know where to present the same, and did not so advise the company until the winter of 1902-3; that in the summer of 1863 the United States Government established a corral along its said road and close by a tollgate, wherein the United States kept a large number of horses, mules, and wagons; that the United States used said turnpike in the daily transportation of feed and other purposes; that an account therefor, amounting to $3,600, was presented and rejected March 9, 1894, by the Third Auditor of the Treasury Department, which disallowance was concurred in March 17, 1894, by the Acting Comptroller on the ground that the animals and wagons did not actually pass through any tollgate and because no daily account of the use of the road was kept by the company; that during the years 1863, 1864, and 1865 the United States used said road for the passage of certain horses and mules through a tollgate from a corral north of said gate to a stream of water situated south of said gate and for such animals as were removed from time to time from said corral; that this latter claim was presented to the Fifty-seventh Congress and by it, on March 2, 1903, referred to the court by resolution of the United States Senate under the provisions of the act of March 3, 1887, known as the Tucker Act.

The case was brought to a hearing on loyalty and merits March 5, 1907.

Messrs. George A. & William B. King appeared for the claimant, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant herein during the late civil war was a corporation, duly organized under the laws of the State of Maryland, and owned and operated a turnpike road running from Hagerstown, Md., to Middleburg, Pa., a distance of about 5 miles.

The said claimant corporation was loyal to the Government of the United States throughout said war.

II. During the late civil war the cavalry, artillery, horses, wagons, and mules belonging to the Army of the United States used claimant's turnpike from June, 1861, to the last of February, 1865, at various times, traveling a part of the time the whole distance over said road, and a part of the time between the corrals established by the defendants and the watering places nearby to get water for their stock without passing through a tollgate, and a portion of the time a short distance going through a tollgate, as set out in the petition.

For travel the whole distance over said road from June, 1861, to the last of February, 1865, the claimant was paid $1,155.51, said sum being the regular rates fixed and paid by the Quartermaster's Department for such travel during that period.

III. For the use of a small part of said turnpike in taking the horses and mules of the defendants to water from their corrals without going through a tollgate, as well as for the other travel over said road by said stock when a tollgate was occasionally passed, the reasonable value thereof at the time and place was the sum of five hundred dollars ($500), for which no payment appears to have been made.

IV. A claim for travel over said turnpike during the period between November, 1863, and March, 1865, from the corral of the United States to points along said road without passing through a tollgate was presented to the Third Auditor of the Treasury in 1865, and by him disallowed on March 9, 1894, which disallowance was concurred in by the Acting Comptroller of the Treasury March 17, 1894, for the reason that animals and wagons belonging to the

defendants did not pass through a tollgate and because no daily account of such travel was kept by the claimant company.

V. The claim for travel between the defendant's corral and watering places just beyond a tollgate was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore mentioned, and no reason is given why such claim was not presented or which shall exclude the claimant for not having resorted to some established legal remedy.

BY THE COURT.

Filed March 11, 1907.
A true copy.
Test this 29th day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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FINDINGS IN CASE OF CLIFTON LODGE 173, F. A. A. M., CLIFTON, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF CLIFTON LODGE, No. 173, OF FREE AND ACCEPTED MASONS AGAINST THE UNITED STATES

DECEMBER 4, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 3, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11061. Clifton Lodge, No. 173, Free and Accepted Masons *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to this court on the 3d day of March, 1903, by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act, which is as follows:

"[S. 5959, Fifty-seventh Congress, first session.]

"A BILL For the relief of Clifton Lodge, Numbered One hundred and seventy-three, Free and Accepted Masons.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any sums in the Treasury not otherwise appropriated, to Clifton Lodge, Numbered One hundred and seventy-three, Free and Accepted Masons, of Clifton, Wayne County, Tennessee, the sum of four thousand dollars, in full compensation for the use, occupation, and destruction of and damage to real estate, the property of said lodge, by the military forces of the United States during the war of the rebellion."

The claimant appeared and filed its petition in this court on the 21st day of January, 1907, in which it makes the following allegations:

Claimant is a corporation duly organized under the laws of Tennessee, having its domicile at Clifton, Wayne County, Tenn. During the war of the rebellion, and prior thereto, it owned a lodge building, two-story brick build-

ing, and its furnishings were $3,500; that during 1863 and 1864 the military forces of the United States seized and occupied said building and denuded it of furniture, etc.; said building was continuously occupied from December, 1863, until September, 1864, eight months, rental values of said building being $40 per month; also occupied it at other times. In September, 1864, the United State troops set fire to the building and entirely destroyed it, with its contents. The occupancy and destruction of said building and property was $4,000.

The case was brought to a hearing on loyalty and merits on the 21st day of January, 1907.

Benjamin Carter, esq., appeared for the claimant, and the Attorney-General, by A. C. Campbell, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant is, and at the times hereinafter mentioned, was a corporation organized under the laws of and having its domicile in the State of Tennessee.

II. From the year 1857, and during the war of the rebellion, the claimant owned and occupied a two-story brick building in the town of Clifton, in Wayne County, Tenn., of which the upper story was furnished and used as lodge rooms for the meetings and proceedings of its members, while the lower story was furnished and used as a schoolroom.

III. During the war for the suppression of the rebellion the military forces of the United States for their use took possession of the building in the town of Clifton, Tenn., described in the petition, and used the same for hospital and commissary stores for a period of about eight months. When the Federal troops abandoned the use of said building and withdrew from the town of Clifton said building was destroyed by them.

IV. The reasonable rental of said building, together with the damages caused by the destruction thereof, was fifteen hundred dollars ($1,500).

V. It appears from the evidence that the Clifton Lodge, No. 173, Free and Accepted Masons, as a lodge, was loyal to the Government of the United States throughout said war.

VI. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by the Senate as aforesaid, and no reason is shown therefor.

BY THE COURT.

Filed January 28, 1907.

A true copy.

Test this 22d day of November, A. D. 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 54.

PROPERTY IN POSSESSION OF THE SERGEANT-AT-ARMS.

LETTER FROM THE SERGEANT-AT-ARMS OF THE SENATE TRANSMITTING A STATEMENT OF ALL PROPERTY IN HIS POSSESSION BELONGING TO THE UNITED STATES ON DECEMBER 2, 1907.

DECEMBER 4, 1907.—Ordered to be printed.

SENATE OF THE UNITED STATES,
December 2, 1907.

SIR: I have the honor to submit herewith a full and complete account of all the property in my possession belonging to the United States.

Very respectfully, D. M. RANSDELL,
Sergeant-at-Arms United States Senate.

Hon. CHARLES W. FAIRBANKS,
President United States Senate.

COMMITTEE ON ADDITIONAL ACCOMMODATIONS FOR THE LIBRARY OF CONGRESS ROOMS 54 AND 55, MALTBY BUILDING.

2 carpets.
2 linen window shades.
1 roller-top desk.
9 caucus chairs.
1 small marble-top table.
1 leather couch.
1 cuspidor.
2 flat-top tables.
1 8-drawer flat-top typewriter cabinet.
2 Welsbach droplights.
1 clock.
1 revolving bookcase.
1 15-crate Wernicke bookcase.
1 small flat-top table.
1 Bailey letterpress and stand.
1 revolving chair.
2 hatracks.
1 silver pitcher and tray.
1 cane-seat chair.
1 Webster's Dictionary and stand.
1 Globe file case.
1 roller-top typewriter cabinet.
1 No. 6 Remington typewriter, No. 58378.
1 No. 4 Underwood typewriter, No. 64104, and cover.
1 oak typewriter table.

COMMITTEE ON AGRICULTURE AND FORESTRY, GALLERY FLOOR, SOUTHWEST CORNER.

2 carpet rugs.
2 clocks.
3 roller-top desks.
1 No. 6 Remington typewriter, No. 19518.
2 revolving typewriter chairs.
1 Bailey letterpress and stand.
1 umbrella stand.
1 mahogany wardrobe.
10 mahogany committee chairs.
1 leather armchair.
1 8-drawer roller-top mahogany typewriter cabinet.
1 set shovel and tongs.
1 round-top mahogany table.
2 revolving mahogany chairs.
1 typewriter support.
2 mahogany tables.
3 mirrors.
1 silver-plated pitcher and tray.
5 pairs linen curtains.
4 cuspidors.
1 leather sofa.
1 bookcase.
1 spark screen.
1 set Century Dictionary.
1 No. 7 Remington typewriter, No. 15982, and rubber cover.
1 pole hatrack.
1 typewriter table.
1 cabinet.
1 extension table.
2 caucus chairs.
1 No. 4 Underwood typewriter, No. 20552, and leather cover.
1 No. 4 Underwood typewriter, No. 96038, and rubber cover.
1 typewriter cover.

COMMITTEE ON APPROPRIATIONS, SENATE FLOOR, NORTHWEST CORNER.

6 linen curtains.
5 pairs lace curtains.
4 bookcases.
2 roller-top desks.
4 tables.
3 revolving cane-seat chairs.
16 leather armchairs.
2 leather lounges.
1 silver pitcher and tray.
1 wood box.
1 fender.
1 umbrella stand.
1 cocoa mat.
1 Bailey letterpress and stand.
3 cloth screens.
1 Webster's Dictionary.
1 leather cushion.
1 clock.
5 pairs damask curtains.
4 gilt cornices.
2 small bookcases in windows.
1 committee table.
10 cuspidors.
2 mirrors.
1 set shovel and tongs.
1 spark screen.
1 Worcester's Dictionary.
1 revolving bookcase.
1 Webster's Dictionary and stand.
2 carpets.
1 thermometer.
1 mahogany file case.
2 revolving mahogany chairs.
1 leather chair.
4 leather side chairs.
1 No. 6 Remington typewriter, No. 139457, and 8-drawer flat-top cabinet.
2 caucus chairs.
1 sofa pillow.
1 pole hatrack.
1 4-drawer flat-top typewriter cabinet.
1 Pullman ventilator.
1 No. 6 Remington typewriter, No. 144231, and cover.
1 No. 13 Burrough's adding machine, No. 70565, with table and motor.

COMMITTEE ON CANADIAN RELATIONS, OLD LIBRARY SPACE, GALLERY FLOOR.

3 linen curtains.
1 mirror.
1 pair andirons.
1 No. 4 Underwood typewriter, No. 80642.
1 clock.
1 fire set.
1 Pullman ventilator.
1 mahogany bookcase.
1 leather armchair.
2 committee chairs.
1 pole hatrack.
1 leather screen.
1 revolving clerk's chair.
1 roller-top desk.
1 8-drawer roller-top typewriter cabinet.
1 8-drawer vertical file case.
1 No. 4 Underwood typewriter, No. 85934, and cover.
2 revolving typewriter chairs.
1 revolving oak chair.
1 4-drawer card-index case.
1 rubber typewriter cover.
1 letter file.
1 oak bookcase.
1 silver-plated pitcher and tray.
1 mahogany table.
1 4-drawer flat-top typewriter cabinet.

COMMITTEE ON THE CENSUS, BASEMENT, OLD BUILDING, WEST FRONT.

1 revolving cane-seat chair.
1 set shovel and tongs.
1 mirror.
1 spark screen.
2 linen curtains.
1 oak wardrobe and stationary case.
2 caucus chairs.
1 carpet.
1 leather rocker.
1 fender.
1 silver-plated pitcher.
1 clock.
2 cuspidors.
6 revolving oak chairs.
1 revolving cane-seat mahogany chair.
1 roller-top mahogany desk.
1 leather armchair.
1 Webster Dictionary and stand.
1 roller-top oak desk.
1 6-crate Wernicke bookcase.
1 leather screen.
1 leather couch.
2 typewriter supports.
1 cocoa mat.
2 Pullman ventilators.
1 4-drawer index case.
1 flat-top desk.
1 revolving leather chair.
1 telephone holder.
1 No. 6 Remington typewriter, No. 116570, and cover.
1 No. 6 Remington typewriter, No. 101801, and cover.
2 8-drawer roller-top typewriter cabinets.
1 2-drawer card-index case.
1 revolving typewriter chair.
1 revolving bookcase.
1 Tucker file case.
1 Globe file case.
1 mahogany file case.
1 No. 4 Underwood typewriter, No. 162902, and rubber cover.
1 wood basket.
1 mahogany bookcase.
2 1-drawer card-index cases.
1 No. 4 Underwood typewriter, cover, No. 102290, and rubber cover.

COMMITTEE ON CIVIL SERVICE AND RETRENCHMENT, ROOMS 47, 49, AND 51, MALTBY BUILDING.

3 carpets.
2 clocks.
1 revolving bookcase.
1 flat-top table.
1 Bailey letterpress and stand.
1 hatrack.
3 cuspidors.
1 8-drawer roller-top cabinet.
1 leather couch.
2 Welsbach droplights.
6 linen curtains.
5 revolving oak chairs.
3 oak bookcases.
1 letter file.
1 walnut bookcase.
2 roller-top desks.
1 small marble-top table.
4 caucus chairs.
1 revolving chair.
1 silver-plated pitcher and tray.
2 revolving typewriter chairs.
1 24-file Woodruff file case and base.
2 pole hatracks.
1 flat-top desk.
1 No. 6 Remington typewriter, No. 144108.
1 4-drawer card-index case and table.
1 leather-seat revolving chair.
1 Pullman ventilator.
1 5-crate Wernicke bookcase.
1 6-drawer card-index case.
1 oak typewriter table.
1 No. 2 Smith Premier typewriter, No. 104549, and rubber cover.
1 typewriter cover.
1 4-drawer vertical file case.

COMMITTEE ON CLAIMS, GALLERY FLOOR, EAST FRONT.

3 pairs linen curtains.
1 committee table.
3 caucus chairs.
1 leather screen.
1 4-drawer flat-top cabinet.
1 set shovel and tongs.
2 roller-top desks.
1 wood box.
1 small table.
18 revolving cane-seat chairs.
2 revolving bookcases.
1 fender.
1 Rand-McNally Atlas.
1 clock.
2 mirrors.
2 sets pigeonholes.
1 spark screen.
3 bookcases.
2 revolving oak chairs.
1 revolving leather-seat chair.
2 Woodruff file cases.
1 leather couch.
1 leather rocker.
1 typewriter cover.
1 glass fire screen.
5 cuspidors.
1 stepladder.
1 carpet.
1 Davis typewriter chair.
1 revolving stool.
3 8-drawer roller-top typewriter cabinets.
1 Webster's Dictionary and stand.
1 Imperial Dictionary, 4 volumes.
1 water cooler.
1 leather armchair.
1 No. 71 Edison mimeograph, No. 6085.
1 No. 4 Densmore typewriter, No. 17893, and cover.
1 No. 7 Remington typewriter, No. 172968.
1 Standard Dictionary, 2 volumes.
1 No. 4 Densmore typewriter, No. 34561.

COMMITTEE ON COAST DEFENSES, SENATE BASEMENT, NORTH FRONT.

1 carpet.
2 cuspidors.
1 leather couch.
1 clock.
1 silver-plated pitcher and tray.
1 Pullman ventilator.
1 Standard Dictionary, 2 volumes, and stand.
2 bookcases.
1 mirror.
1 4-drawer flat-top cabinet.
3 revolving mahogany chairs.
3 mahogany committee chairs.
1 linen curtain.
2 flat-top desks.
1 No. 2 Smith Premier typewriter, No. 14966, and cover.
1 caucus chair.
1 No. 2 Smith Premier typewriter, No. 116371, and cover.

COMMITTEE ON COAST AND INSULAR SURVEY, ROOMS 22, 23, AND 28, AND ANTEROOM, MALTBY BUILDING.

4 carpets.
1 clock.
1 small marble-top table.
1 leather couch.
6 linen curtains.
5 roller-top desks.
3 caucus chairs.
1 cuspidor.
2 revolving bookcases.
2 leather chairs.
1 hatrack.
1 silver-plated pitcher and tray.
6 revolving oak chairs.
1 Standard Dictionary and stand.

COMMITTEE ON COAST AND INSULAR SURVEY, ROOMS 22, 23 AND 38, AND ANTEROOM, MALTBY BUILDING—Continued.

4 revolving leather chairs.
1 walnut bookcase.
1 revolving cane-seat chair.
1 typewriter swing.
1 No. 7 Remington typewriter, No. 172087.
3 Pullman ventilators.
1 10-crate Wernicke bookcase.
1 2-drawer card-index case.
2 vertical file units.
1 revolving typewriter chair.
1 Webster's Dictionary and stand.
1 oak typewriter table.
1 letter-press stand.
1 set pigeonholes.
3 Welsbach droplights.
1 small table.
1 No. 2 Smith Premier typewriter, No. 37355, and cover.
1 No. 6 Remington typewriter, No. 98964, rubber cover, and oak table.
1 4-drawer flat-top typewriter cabinet.
1 set Century Dictionary, 6 volumes.
1 Century Encyclopedia of Names.
1 No. 1 Monarch typewriter, No. 14143, and cover.
1 globe.
1 Rand-McNally Atlas, 2 volumes.
1 6-foot table.

COMMITTEE ON COMMERCE, GALLERY FLOOR, NORTHWEST CORNER.

2 carpets.
5 pairs linen curtains.
3 roller-top desks.
1 leather couch.
2 silver-plated pitchers.
1 No. 6 Remington typewriter, No. 46631, and 8-drawer roller-top cabinet.
1 leather seat and back revolving chair.
2 mirrors.
2 wood boxes.
2 sets shovels and tongs.
1 Century Cyclopedia of Names.
1 revolving leather-seat chair.
2 umbrella stands.
1 set Century Dictionary, 6 volumes.
1 No. 6 Remington typewriter, No. 59544, and 8-drawer roller-top cabinet.
1 leather screen.
1 Jenkins map rack.
1 blacking commode.
18 revolving mahogany chairs.
1 library ladder.
1 Rand-McNally Atlas, 2 volumes.
2 clocks.
2 large bookcases.
1 committee table.
1 hatrack.
1 wardrobe.
2 cuspidors.
1 small table.
2 fenders.
1 set pigeonholes.
2 spark screens.
2 leather armchairs.
2 revolving typewriter chairs.
1 revolving bookcase.
1 leather rocker.
4 mahogany side chairs.
1 pole hatrack.
1 rosewood table.
1 typewriter cover.
1 silver-plated tray.
1 Worcester's Dictionary.

COMMITTEE ON CONFERENCE, GALLERY FLOOR, EAST FRONT.

1 carpet.
1 clock.
1 bookcase.
2 caucus chairs.
1 fender.
1 roller-top desk.
6 revolving armchairs, leather seat.
1 blacking commode.
7 revolving oak chairs.
2 oak extension tables.
1 rocking-chair.
1 Ohmer file case.
1 oak closet.
1 15-crate Wernicke bookcase.
1 oak table.
3 pairs linen curtains.
1 set shovel, tongs, and stand.
1 umbrella stand.
1 hatrack.
6 cuspidors.
1 leather couch.
1 Webster's Dictionary.
1 set pigeonholes.
1 mirror.
1 wood box.
1 spark screen.
1 silver-plated pitcher and tray.
1 letterpress and stand.
1 small marble-top table.
1 glass fire screen.
1 Woodruff file case.
3 typewriter chairs.
1 set Century Dictionary and Encyclopedia.
3 8-drawer roller-top cabinets.
2 flat-top desks.
1 16-crate Wernicke bookcase.
1 Tucker file case.
1 revolving bookcase.
1 leatherette screen.
1 Wernicke file case.

COMMITTEE TO AUDIT AND CONTROL THE CONTINGENT EXPENSES OF THE SENATE, OLD LIBRARY SPACE, GALLERY FLOOR.

1 linen curtain.
1 pair velours curtains.
1 mirror.
1 pair andirons.
1 fire set.
1 clock.
2 leather screens.
2 roller-top desks.
1 Senator's revolving chair.
1 clerk's revolving chair.
1 revolving typewriter chair.
1 8-drawer roller-top typewriter cabinet.
4 committee chairs.
2 leather armchairs.
1 leather sofa.
2 mahogany bookcases.
1 mahogany wardrobe.
1 mahogany file case.
1 mahogany table.
1 12-drawer card-index case.
1 No. 4 Underwood typewriter, No. 37283.
1 Standard Dictionary and stand.
1 mahogany drop-leaf table.
1 No. 4 Underwood typewriter, No. 37084, and cover.
1 carpet.
2 cuspidors.
2 typewriter supports.
1 water cooler.
2 rubber typewriter covers.
1 small marble-top table.
1 revolving bookcase.
1 1-drawer card-index case.

COMMITTEE ON CORPORATIONS ORGANIZED IN THE DISTRICT OF COLUMBIA, BASEMENT, OLD BUILDING.

1 carpet rug.
1 clock.
2 bookcases.
1 hatrack.
1 set (7 volumes) Century Dictionary.
1 linen curtain.
1 No. 6 Remington typewriter, No. 140038, and roller-top cabinet.
1 fender.
1 fire set.
1 mirror.
2 revolving cane-seat chairs.
2 cuspidors.
1 umbrella stand.
1 plush lounge.
1 silver-plated pitcher and tray.
3 roller-top desks.
3 revolving oak chairs.
1 wood box.
1 Davis typewriter chair.
1 leatherette screen.
1 dictionary stand.
3 caucus chairs.
1 lounge pillow.
1 water cooler.
1 committee table.

COMMITTEE ON CUBAN RELATIONS, SENATE BASEMENT, WEST FRONT.

1 carpet rug.
1 clock.
3 bookcases.
2 cuspidors.
1 water cooler.
1 umbrella stand.
2 roller-top desks.
2 linen curtains.
1 No. 6 Remington typewriter, No. 131854, and 4-drawer roller-top cabinet.
1 extension table.
1 mahogany rocking-chair.
1 mirror.
1 spark screen.
1 pair portières and fixtures.
1 small marble-top table.
1 Standard Dictionary, 2 volumes.
2 Pullman ventilators.
1 mahogany wardrobe.
1 window bookcase.
4 mahogany committee chairs.
2 revolving mahogany chairs.
1 No. 6 Remington typewriter, No. 82211, and cover.
1 typewriter swing.
1 leather screen.
1 table cover.
1 typewriter cover.
1 fire set.
1 leather cushion.
1 rubber typewriter cover.

COMMITTEE ON DISPOSITION OF USELESS PAPERS IN THE EXECUTIVE DEPARTMENTS, ROOMS 73 AND 74, MALTBY BUILDING.

2 carpets.
1 clock.
2 revolving bookcases.
2 hatracks.
1 silver-plated pitcher.
3 cuspidors.
1 flat-top table.
1 dictionary stand.
1 toilet set.
1 marble-top washstand.
2 Welsbach droplights.
2 revolving chairs.
1 leather couch.
1 small table.
1 pair portieres.
1 Bailey letterpress and stand.
4 linen curtains.
2 roller-top desks.
1 small marble-top stand.
4 caucus chairs.
1 revolving typewriter chair.
1 cane-seat oak chair.
1 Webster's Dictionary.
3 revolving oak chairs.

COMMITTEE ON THE DISTRICT OF COLUMBIA, SENATE FLOOR, EAST FRONT.

1 clock.
3 linen curtains.
1 committee table.
1 cocoa mat.
1 mahogany sofa.
3 sofa pillows.
1 mahogany table.
13 revolving mahogany leather-back chairs.
1 large leather armchair.
1 flat-top desk.
1 pole hatrack.
1 pair andirons.
2 8-drawer flat-top cabinets.
1 mirror.
2 revolving leather seat and back mahogany chairs.
1 umbrella stand.
1 revolving mahogany chair.
1 set Century Dictionary, 6 volumes.
1 silver-plated pitcher and tray.
2 cuspidors.
1 set shovel and tongs.
1 carpet.
1 roller-top desk.
1 No. 6 Remington typewriter, No. 83059.
1 No. 6 Remington typewriter, No. 30729, and cover.
1 1-drawer card-index case.
1 small mahogany screen.
1 No. 6 Remington typewriter, No. 7962, and cover.
1 No. 6 Remington typewriter, No. 30035, and cover.
1 Century Cyclopedia of Names.
2 revolving bookcases.
1 silver-plated tray.
1 revolving typewriter chair.
1 Jenkins map rack.
1 mineral-water cooler.
3 Pullman ventilators.
1 spark screen.
1 No. 6 Remington typewriter, No. 119111.
2 leather screens.
1 pair silk sash curtains.
1 mahogany book rest.
1 mahogany file case.
1 mahogany cupboard.
2 mahogany bookcases.
4 leather side chairs.
1 mahogany drop-leaf table.
3 caucus chairs.
1 large mahogany screen.
1 glass fire screen.
1 fender.
2 jardinieres.

COMMITTEE ON EDUCATION AND LABOR, BASEMENT OLD BUILDING, WEST FRONT.

1 committee table.
1 typewriter chair.
1 clock.
1 umbrella stand.
1 set Century Dictionary, 6 volumes.
1 bookcase.
2 roller-top desks.
1 small marble-top table.
4 cuspidors.
1 set portieres and fixtures.
1 revolving cane-seat mahogany chair.
1 revolving leather and mahogany chair.
1 leather cushion.
1 couch pillow.
1 small mahogany table.
1 8-drawer roller-top typewriter cabinet.
1 mahogany wardrobe.
1 mahogany file case.
1 leather couch.
5 mahogany committee chairs.
1 mahogany frame mirror.
1 mahogany cabinet.
1 carpet.
1 Pullman ventilator.
1 silver-plated pitcher and tray.
1 No. 6 Remington typewriter, No. 129006, and cover.
1 cocoa mat.
1 Bailey letterpress and stand.
1 4-drawer card-index case.
2 caucus chairs.
1 No. 4 Densmore typewriter, No. 32492, and rubber cover.
1 linen curtain.

COMMITTEE ON ENGROSSED BILLS, OLD LIBRARY SPACE, SENATE FLOOR, WEST SIDE.

2 linen curtains.
2 pair velour curtains.
1 mirror.
1 pair andirons.
1 fire set.
1 clock.
2 mahogany roller-top desks.
1 revolving Senator's chair.
1 revolving clerk's chair.
1 8-drawer roller-top typewriter cabinet.
6 committee chairs.
1 mahogany stationery closet.
1 leather armchair.
1 mahogany bookcase and file case.
1 carpet.
3 cuspidors.
1 mahogany table.
1 water cooler.
1 Worcester's Dictionary.
1 typewriter table.

COMMITTEE ON ENROLLED BILLS, OLD LIBRARY SPACE, GALLERY FLOOR.

6 linen curtains.
1 set portieres and fixtures.
1 roller-top desk.
1 cuspidor.
1 file case.
1 No. 7 Remington typewriter, No. 128938, and 8-drawer roller-top cabinet.
1 mahogany table.
1 leather sofa.
3 revolving mahogany chairs.
2 bookcases.
4 committee chairs.
2 flat-top desks.
1 typewriter chair.
1 carpet rug.
1 clock.
1 Standard Dictionary and stand.
2 mirrors.
1 leatherette screen.
1 telephone holder.
1 No. 7 Remington typewriter, No. 181262, and cover.

COMMITTEE ON EXAMINATION AND DISPOSITION OF DOCUMENTS, ROOM 59 AND ANTEROOM, MALTBY BUILDING.

2 carpets.
4 linen curtains.
3 cuspidors.
1 hatrack.
1 clock.
1 silver pitcher and tray.
2 roller-top desks.
1 blacking commode.
1 revolving leather-seat chair.
1 revolving oak chair.
2 caucus chairs.
2 revolving cane-seat chairs.
1 5-crate Wernicke bookcase.
1 leather couch.
1 willow rocker.
1 oak typewriter table.
1 Brooks file case.
1 small marble-top table.
1 8-drawer flat-top typewriter cabinet.
1 revolving bookcase.
1 6-foot table.
1 No. 7 Remington typewriter, No. 128855.
1 No. 4 Underwood typewriter, No. 133975, and rubber cover.
1 typewriter cover.

COMMITTEE TO EXAMINE THE SEVERAL BRANCHES OF THE CIVIL SERVICE, SENATE TERRACE, ROOM 13.

1 carpet.
2 linen curtains.
1 revolving bookcase.
1 leather couch.
1 mirror.
2 leather chairs.
1 flat-top desk.
1 clock.
2 cuspidors.
1 8-drawer roller-top typewriter cabinet.
1 leather screen.
1 Webster's Dictionary and stand.
1 5-crate Wernicke bookcase.
1 silver-plated pitcher.
2 Pullman ventilators.
4 revolving oak chairs.
1 Wernicke file case.
1 typewriter swing.
1 No. 4 Underwood typewriter, No. 101760, and rubber cover.
1 No. 4 Underwood typewriter, No. 11380, and rubber cover.
1 hatrack.
1 4-foot table.
1 revolving typewriter chair.
1 typewriter cover.

COMMITTEE ON FINANCE, SENATE FLOOR, SOUTHEAST CORNER.

1 mirror.
3 cuspidors.
1 No. 6 Remington typewriter, No. 32312, and cover.
1 No. 6 Remington typewriter, No. 19530, and cover.
1 No. 6 Remington typewriter, No. 56472.
1 pair andirons.
2 fenders.
2 spark screens.
1 set shovel and tongs.
1 cocoa mat.
2 clocks.
1 carpet sweeper.
1 set Century Dictionary, 6 volumes.
1 Rand, McNally & Co. Atlas.
1 large bookcase.
5 pairs portieres.
10 linen curtains.
1 leather screen.
1 committee table.
1 tumbler holder.
1 vertical file case.
1 No. 6 Remington typewriter, No. 98296, and cover.
2 small bookcases.
1 file case and closet.
14 leather armchairs.
1 large leather armchair.
1 wood box.
2 carpets.
1 mahogany drop-leaf table.
1 mahogany cane-seat chair.
3 mahogany leather-seat chairs.
2 revolving mahogany chairs.
1 revolving bookcase.
2 roller-top desks.
1 leather sofa.
2 leather easy chairs.
1 Webster's Dictionary.
1 mahogany table.
1 mahogany bookcase.
1 lounge pillow.
1 Rand, McNally & Co. Atlas (2 volumes).

SUBCOMMITTEE ON FINANCE ROOMS 18, 19, 20, AND 21, MALTBY BUILDING.

4 carpets.
8 linen curtains.
1 oak bookcase.
1 6-foot table.
1 No. 6 Remington typewriter, No. 92547.
1 wardrobe.
2 36-file Tucker roll-front file cabinets.
1 oak typewriter table.
1 plush lounge.
1 hatrack.
1 cuspidor.
1 graphophone, No. 11393 battery, and table.
1 leather-seat revolving chair.
2 caucus chairs.
2 clocks.
1 graphophone, No. 10772.
1 revolving typewriter chair.
1 letterpress.
1 5-foot table.
1 silver-plated pitcher and tray.
4 revolving bookcases.
1 rubber typewriter cover.
1 No. 6 Remington typewriter, No. 46121, and stand.
2 roller-top desks.
2 revolving cane-seat chairs.
1 8-drawer roller-top typewriter cabinet.
2 couch cushions.
2 flat-top desks.
1 leather rocking-chair.
2 willow armchairs.
1 Worcester Dictionary.
1 vertical file tray.

COMMITTEE ON FISHERIES, SENATE TERRACE, ROOM 7.

1 carpet.
2 linen curtains.
1 mirror.
2 cuspidors.
3 revolving oak chairs.
1 clock.
1 roller-top desk.
1 wardrobe.
1 flat-top desk.
1 large leather chair.
1 8-drawer roller-top typewriter cabinet.
1 leatherette screen.
1 caucus chair.
2 Pullman ventilators.
1 revolving leather chair.
1 revolving cane-seat chair.
1 No. 4 Underwood typewriter, No. 60924. and 8-drawer flat-top cabinet.
1 water cooler.
2 5-crate Wernicke bookcases.
1 rubber typewriter cover.
1 oak table.
1 Globe file case.
1 No. 2 Smith-Premier typewriter, No. 86142, and cover.

SELECT COMMITTEE ON THE FIVE CIVILIZED TRIBES OF INDIANS, GALLERY FLOOR, BACK OF DOCUMENT ROOM.

1 carpet.
1 clock.
1 roller-top desk.
1 silver-plated pitcher and tray.
1 fender.
1 linen curtain.
2 caucus chairs.
2 cuspidors.
1 bookcase.
1 hatrack.
1 8-drawer roller-top cabinet.
1 spark screen, brass.
1 umbrella holder.
1 small mirror.
1 mahogany mirror.
1 leather armchair.
1 fire set.
1 leather lounge.
1 hassock.
2 revolving chairs.
1 Wernicke letter-file case.
1 No. 6 Remington typewriter, No. 129579.
1 No. 6 Remington typewriter, No. 159542.
1 No. 6 Remington typewriter, No. 28716, cover, and oak table.
1 committee table.
1 5-crate Wernicke bookcase.
1 Pullman ventilator.
1 leather rocker.
1 8-drawer flat-top typewriter cabinet.
1 Webster's Dictionary and stand.

COMMITTEE ON FOREIGN RELATIONS, OLD LIBRARY SPACE, SENATE FLOOR, WEST SIDE.

6 linen curtains.
3 pair velour curtains.
1 mirror.
1 set Imperial Dictionary.
1 pair andirons.
1 fire set.
1 clock.
2 carpets.
1 leather screen
3 roller-top mahogany desks.
1 Senator's revolving mahogany chair.
1 typewriter's mahogany cane-seat chair.
1 clerk's mahogany cane-seat chair.
16 mahogany committee chairs.
1 chairman's mahogany chair.
2 leather armchairs.
2 leather sofas.
2 mahogany bookcases.

COMMITTEE ON FOREIGN RELATIONS, OLD LIBRARY SPACE, SENATE FLOOR, WEST SIDE—Continued.

2 lounge pillows.
1 mahogany file case.
1 set Century Dictionary (6 vols.).
1 Worcester Dictionary.
1 set State Papers.
1 Times Atlas.
1 Rand-McNally Atlas.
1 Royal Atlas.
1 cocoa mat.
1 globe and stand.
2 pole hatracks.
1 mahogany pigeonhole case.
1 mahogany committee table.
2 Gregory typewriter supports.
5 cuspidors.
1 spark screen.
1 water cooler.
1 rug.
1 small marble-top cabinet.
1 silver-plated pitcher and tray.
1 No. 2 Monarch typewriter, No. 9345.
1 round-top mahogany table.
1 wood holder.
1 carpet sweeper.
1 No. 1 Monarch typewriter, No. 4298.
1 small mahogany table.

SUBCOMMITTEE ON FOREIGN RELATIONS.

2 revolving chairs.
1 carpet.
1 cylinder-top desk.
3 linen curtains.
1 cuspidor.
1 leather couch.
1 clock.
1 Brooks file case.
1 water cooler.
1 typewriter cover.
1 revolving bookcase.
1 6-foot table.
1 hatrack.
1 No. 6 Remington typewriter, No. 87707.
1 Bailey letterpress and stand.
1 No. 6 Remington typewriter, No. 117606, and rubber cover.

COMMITTEE ON FOREST RESERVATIONS AND THE PROTECTION OF GAME, ROOMS 41, 42, AND ANTEROOM, MALTBY BUILDING.

3 carpets.
10 linen curtains.
2 roller-top desks.
4 revolving chairs.
3 cuspidors.
1 silver-plated pitcher and tray.
1 small marble-top table.
2 leather chairs.
2 leather couches.
1 6-foot table.
1 No. 6 Remington typewriter, No. 56607.
1 8-drawer roller-top cabinet.
1 clock.
1 blacking commode.
1 hat pole.
1 small table.
1 rug.
1 No. 2 Smith Premier typewriter, No. 103232, and cover.
1 revolving bookcase.
1 Wernicke file case.
2 4-crate Wernicke bookcases.
1 Globe file case.
1 revolving typewriter chair.
1 letter file.
1 cane-seat armchair.
1 4-foot table.
3 cane-seat chairs.
1 caucus chair.
1 Standard Dictionary (2 volumes) and stand.

COMMITTEE ON GEOLOGICAL SURVEY, ROOMS 43, 44, AND 46, MALTBY BUILDING.

3 carpets.
2 clocks.
2 revolving bookcases.
1 silver-plated pitcher and tray.
6 linen curtains.
3 roller-top desks.
1 small marble-top table.
2 cuspidors.
1 No. 6 Remington typewriter, No. 141851.
1 8-drawer roller-top cabinet.
4 Welsbach droplights.
2 revolving oak chairs.
1 leather chair.
1 willow armchair.
2 flat-top desks.
1 No. 2 L. C. Smith typewriter, No. 2729, and rubber cover.
1 telephone holder.
3 typewriter swings.
1 6-drawer card-index case.
2 revolving typewriter chairs.
1 5-crate Wernicke bookcase.
1 revolving chair.
1 hatrack.
1 leather couch.
1 thermometer.
1 caucus chair.
1 oak cabinet.
1 10-crate Wernicke bookcase.
1 15-crate Wernicke bookcase.
2 cane-seat oak chairs.
1 wooden chair.
1 Webster's Dictionary and stand.
1 4-drawer typewriter stand.
1 set Century Dictionary (6 volumes).
1 Standard Dictionary.
1 blacking commode.
1 8-drawer vertical file case.
1 typewriter cover.
1 No. 2 Smith Premier typewriter, No. 103030.

COMMITTEE ON IMMIGRATION, ROOM, SENATE BASEMENT, EAST FRONT.

2 clocks.
1 small table.
2 caucus chairs.
3 cuspidors.
5 linen curtains.
1 mirror.
1 set shovel and tongs.
1 committee table (extension).
1 leather couch.
10 revolving oak chairs.
2 oak bookcases.
1 hatrack.
1 oak cabinet.
1 set Century Dictionary, 6 volumes.
2 Pullman ventilators.
1 8-drawer roller-top typewriter cabinet.
1 Bailey letterpress and stand.
1 No. 7 Remington typewriter, No. 63439, and cover.
1 leather rocker.
1 pair andirons.
1 sash curtain.
1 large carpet rug.
2 small carpet rugs.
3 roller-top desks.
1 silver-plated pitcher and tray.
1 pair portières and fixtures.
1 oak table.
1 umbrella stand.
1 revolving leather-seat chair.
1 oak typewriter table.
1 12-drawer vertical file case.
2 revolving typewriter chairs.
1 6-drawer card-index case.
1 blacking commode.
1 No. 2 L. C. Smith typewriter, No. 18184, and rubber cover.
2 pairs sash curtains.

COMMITTEE ON INDIAN AFFAIRS, SENATE BASEMENT, SOUTHWEST FRONT.

2 carpets.
1 clock.
1 committee table.
1 small marble-top table.
1 leather sofa.
1 set shovel and tongs.
6 cuspidors.
2 linen curtains.
1 mirror.
4 revolving oak chairs.
1 water cooler.
1 Rand-McNally Atlas.
1 blacking commode.
2 oak hatracks.
1 Globe file case.
3 bookcases.
1 spark screen.
1 umbrella stand.
3 roller-top desks.
1 revolving chair.
1 fender.
1 No. 4 Underwood typewriter, No. 9507, and cover.
1 No. 4 Underwood typewriter, No. 41254.
1 4-crate Wernicke bookcase.
5 8-drawer roller-top typewriter cabinets.
1 caucus chair.
1 Standard Dictionary and stand.
1 Jenkins map rack.
3 telephone holders.
1 No. 1 L. C. Smith typewriter, No. 624, and rubber cover.
14 committee chairs.
1 chairman's chair.
1 mahogany closet and wardrobe.
1 window bookcase.
1 Wernicke file case.
1 revolving typewriter chair.

COMMITTEE ON INDIAN DEPREDATIONS, SENATE TERRACE, ROOM 5.

1 carpet.
1 clock.
2 linen curtains.
2 roller-top desks.
2 revolving oak chairs.
1 revolving cane-seat chair.
1 mirror.
1 silver-plated pitcher and tray.
1 hatrack.
2 Pullman ventilators.
5 caucus chairs.
1 Wernicke file case.
1 oak extension table.
1 damask curtain.
4 revolving leather-seat chairs.
1 leather couch.
1 8-drawer flat-top typewriter cabinet.
3 cuspidors.
1 No. 2 Smith Premier typewriter, No. 118278.

COMMITTEE ON INDUSTRIAL EXPOSITIONS, ROOM 11 AND ANTEROOM AND ROOM 25 AND ANTEROOM, MALTBY BUILDING.

4 carpets.
1 4-foot table.
2 hatracks.
7 linen curtains.
1 small marble-top table.
2 leather couches.
2 revolving cane-seat chairs.
1 silver-plated pitcher.
2 rugs.
2 roller-top desks.
1 letter file.
2 willow armchairs.
2 cuspidors.
4 caucus chairs.
2 6-crate Wernicke bookcases.
1 revolving oak chair.
1 clock.
3 8-drawer roller-top typewriter cabinets.

COMMITTEE ON INDUSTRIAL EXPOSITIONS, ROOM 11 AND ANTEROOM AND ROOM 25 AND ANTEROOM, MALTBY BUILDING—Continued.

1 leather chair.
3 Welsbach droplights.
1 No. 6 Remington typewriter, No. 140510.
3 vertical file units.
1 oak typewriter table.
1 oak table.
2 cane-seat armchairs.
1 oak rocker.
1 No. 6 Remington typewriter, No. 145872.
2 6-drawer card-index cases.
1 revolving leather-seat chair.
1 No. 6 Remington typewriter, No. 99587.
1 revolving bookcase.

COMMITTEE ON INTEROCEANIC CANALS, GALLERY FLOOR, NORTHEAST CORNER.

1 carpet.
3 pairs linen curtains.
2 roller-top desks.
5 revolving mahogany chairs.
3 cuspidors.
1 mirror.
1 spark screen.
1 umbrella stand.
1 silver-plated pitcher.
1 clock.
2 8-drawer flat-top cabinets.
1 leatherette screen.
1 set shovel and tongs.
1 file case.
1 Standard Dictionary, 2 volumes, and stand.
1 No. 6 Remington typewriter, No. 105022.
1 No. 7 Remington typewriter, No. 90386.
1 4-drawer card-index case.
1 mahogany bookcase.
2 mahogany window seats.
1 committee table.
14 committee chairs.
1 4-drawer flat-top typewriter cabinet.
1 No. 7 Remington typewriter, No. 107132, and rubber cover.
1 No. 6 Remington typewriter, No. 82222, and cover.
1 No. 2 Smith Premier typewriter, No. 84609, and rubber cover.

COMMITTEE ON INTERSTATE COMMERCE, GALLERY FLOOR, WEST FRONT.

2 clocks.
9 bookcases.
2 fenders.
1 leather couch.
2 sets shovel and tongs.
2 wardrobes.
2 spark screens.
12 oak revolving leather-seat and back chairs.
14 caucus chairs.
1 umbrella stand.
2 flat-top mahogany desks.
3 8-drawer flat-top typewriter cabinets.
1 glass fire screen.
1 Bailey letterpress and stand.
2 mahogany book rests.
17 mahogany committee chairs.
1 leather settee.
2 mahogany file cabinets.
1 leatherette screen.
1 Jenkins map rack.
1 mahogany table.
1 carpet sweeper.
1 No. 6 Remington typewriter, No. 144329, and cover.
1 typewriter stand.
1 No. 6 Remington typewriter No. 60817.
1 No. 6 Remington typewriter, No. 63573.
1 No. 6 Remington typewriter, No. 81628, and cover.
4 pairs linen curtains.
4 roller-top desks.
4 cuspidors.
3 mirrors.
2 carpet rugs.
2 committee tables.
1 denim screen.
2 revolving leather chairs.
2 Webster's Dictionaries.
1 hattree.
1 No. 6 Remington typewriter, No. 117556.
2 revolving oak chairs.
1 silver-plated tray.
2 8-drawer roller-top typewriter cabinets.
1 mahogany closet.
1 window bookcase.
1 chairman's chair.
4 revolving mahogany chairs.

COMMITTEE ON IRRIGATION, ROOMS 63, 64, 65, 67, AND 68, MALTBY BUILDING.

8 linen curtains.
5 roller-top desks.
5 carpets.
1 silver-plated pitcher and tray.
1 leather couch.
1 clock.
1 small marble-top table.
1 oak bookcase.
1 4-crate Wernicke bookcase.
1 walnut document file case.
1 Wernicke file case.
1 Standard Dictionary, 2 volumes, and stand.
8 Welsbach droplights.
1 4-foot table.
1 Bailey letterpress and stand.

COMMITTEE ON IRRIGATION, ROOMS 63, 64, 65, 67, AND 68, MALTBY BUILDING—Continued.

1 oak cabinet.
2 6-foot tables.
1 flat-top desk.
3 hatracks.
4 cuspidors.
2 wicker chairs.
3 caucus chairs.
2 leather chairs.
1 cane-seat oak chair.
1 revolving leather-seat chair.
2 typewriter swings.
2 8-drawer roller-top typewriter cabinets.
1 Webster Dictionary and stand.
1 card-index tray.
1 oak extension table.
1 typewriter cover.
1 No. 2 Smith-Premier typewriter, No. 51935.
2 walnut bookcases.
1 No. 6 Remington typewriter, No. 116574.
1 revolving bookcase.
1 leather cushion.
2 typewriter chairs.
5 revolving oak chairs.
1 No. 6 Remington typewriter, No. 116578, and rubber cover.
1 No. 6 Fay Sholes typewriter, No. 10641, and rubber cover.
1 rubber typewriter cover.

COMMITTEE ON THE JUDICIARY, SENATE BASEMENT, NORTHWEST CORNER.

2 carpet rugs.
1 flat-top mahogany desk.
1 hatrack.
1 set shovel and tongs.
1 leather armchair.
1 set Johnson's Encyclopedia (8 volumes).
1 set Century Dictionary (6 volumes).
1 Century Cyclopedia of names.
3 roller-top desks.
1 stepladder.
1 glass screen.
1 leather chair cushion.
1 large leather chair.
1 fender.
7 cuspidors.
2 typewriter supports.
1 spark screen.
2 umbrella stands.
1 No. 6 Remington typewriter, No. 102771, and rubber cover.
2 clocks.
5 large bookcases.
2 mirrors.
13 mahogany leather-backed revolving chairs.
1 wood-box.
1 thermometer.
2 revolving mahogany leather chairs.
1 committee table.
2 leather-seat armchairs.
1 portrait of the late Senator Thurman, and frame.
5 linen curtains.
1 silver-plated pitcher and tray.
1 file case.
1 8-drawer roller-top mahogany typewriter cabinet.
1 Webster's Dictionary.
1 caucus chair.
2 revolving cane-seat mahogany chairs.
1 oak committee table.
2 leather couches.
1 mahogany window bookcase.
1 pole hatrack.
1 revolving typewriter chair.
1 No. 4 Underwood typewriter, No. 92588, and 4-drawer roller-top cabinet.
1 No. 7 Remington typewriter, No. 153787, and rubber cover.
1 Bailey letterpress and stand.
1 leatherette screen.
1 No. 6 Remington typewriter, No. 28904, and cover.
1 oak typewriter table.
1 rug.
1 No. 7 Remington typewriter, No. 125573, and rubber cover.
1 Century Atlas.

COMMITTEE ON THE LIBRARY, BASEMENT, OLD BUILDING, WEST FRONT.

1 linen curtain.
4 cuspidors.
1 gilt mirror.
1 small bust of Henry Clay.
2 clocks.
2 umbrella stands.
1 8-drawer flat-top cabinet.
1 revolving bookcase.
1 oil painting of Benjamin West.
1 Century Cyclopedia of Names
1 damask lambrequin.
1 cocoa mat.
1 fender.
1 fire-set.
5 committee chairs.
1 chairman's chair.
1 Senator's revolving chair.
1 clerk's revolving chair.
1 revolving typewriter chair.
2 side chairs.
1 carpet.
1 spark screen.
1 Bailey letterpress and stand.
1 No. 6 Remington typewriter, No. 45077, and cover.
1 Rand-McNally Atlas (2 volumes).
1 silver-plated pitcher, tray, and 3 tumblers.
1 wood basket.
1 pair andirons.
1 carpet sweeper.
2 vertical file cases.
1 drop-leaf table.
1 extension table.

COMMITTEE ON THE LIBRARY, BASEMENT, OLD BUILDING, WEST FRONT—Continued.

1 leather screen.
1 mahogany cabinet.
2 roller-top desks.
1 leather armchair,
1 table cover.
1 Jenkins map rack.
1 Pullman ventilator.
1 No. 4 Underwood typewriter, No. 45345, and rubber cover.
2 mahogany bookshelves.
2 typewriter tables.
1 large mahogany bookcase.
1 small mahogany bookcase.
1 telephone holder.
1 No. 4 Underwood typewriter, No. 73806.
3 caucus chairs.
1 typewriter swing.

COMMITTEE ON MANUFACTURES, ROOMS 57, 58, AND 66, MALTBY BUILDING.

3 carpets.
1 small marble-top table.
1 silver pitcher and tray.
1 leather couch.
1 Welsbach droplight.
3 caucus chairs.
2 clocks.
2 cuspidors.
8 linen curtains.
2 roller-top desks.
1 Bailey letterpress and stand.
2 willow armchairs.
2 revolving leather-seat chairs.
1 rug.
1 revolving bookcase.
1 Webster's Dictionary and stand.
1 Globe file case.
1 leather chair.
1 No. 2 Smith Premier typewriter, No. 105033, and 8-drawer roller-top cabinet.
1 hatrack.
1 No. 6 Remington typewriter, No. 139241 and 8-drawer roller-top cabinet.
3 revolving oak chairs.
1 leather rocker.
1 pair damask curtains.
1 revolving typewriter chair.
1 Pullman ventilator.
1 5-crate Wernicke bookcase.
1 small oak table.
1 15-drawer Wernicke file case.
1 12-crate Wernicke bookcase.
1 typewriter swing.
1 No. 6 Remington typewriter, No. 28148, and oak table.
1 6-crate Wernicke bookcase.
1 oak washstand.
1 telephone holder.
2 Tucker file cases.
1 oak extension table.
1 No. 2 Smith Premier typewriter, No. 45038, and 8-drawer roller-top cabinet.
1 roll-front pigeon-hole case.
1 3-drawer vertical file case.
1 letterpress stand.
1 walnut bookcase.
1 No. 75 Edison mimeograph, No. 2702, and cover.

COMMITTEE ON MILITARY AFFAIRS, SENATE BASEMENT, WEST FRONT.

1 carpet rug.
2 linen curtains.
1 committee table.
1 caucus chair.
2 pole hatracks.
1 No. 6 Remington typewriter, No. 63159, and 4-drawer roller-top typewriter cabinet.
1 leather sofa.
1 Bailey letterpress and stand.
1 umbrella stand.
2 mirrors.
1 clock.
4 bookcases.
2 roller-top desks.
6 cuspidors.
2 8-drawer roller-top cabinets.
1 silver-plated pitcher.
3 leatherette screens.
1 4-drawer flat-top typewriter cabinet.
2 document file cases.
1 Pullman ventilator.
1 Webster's Dictionary and stand.
1 closet.
1 fire set.
1 set portieres and fixtures.
1 combination file case and wardrobe.
3 pairs velour curtains.
2 leather window seats.
1 revolving leather chair.
1 No. 6 Remington typewriter, No 155627, and cover.
16 revolving mahogany chairs.
4 mahogany chairs.
1 No. 6 Remington typewriter, No. 37573, and 8-drawer flat-top cabinet.
1 No. 6 Remington typewriter, No. 18535.
1 No. 6 Remington typewriter, No.117767, and cover.
3 cane-seat chairs.
2 telephone holders.
1 fender.
1 brass wood holder.
1 pair andirons.
2 revolving typewriter chairs.
2 mahogany stools.
1 leather armchair.
9 rugs.
1 spark screen.
1 No. 6 Remington typewriter, No.116577.
1 No. 6 Remington typewriter, No. 88086.
1 stepladder.
1 sofa pillow.
1 No. 6 Remington typewriter, No. 85144, and rubber cover.

COMMITTEE ON MINES AND MINING, OLD LIBRARY SPACE, GALLERY FLOOR

3 linen curtains.
1 Standard Dictionary and stand.
1 mirror.
1 pair andirons.
1 fire set.
1 clock.
1 mahogany bookcase.
1 leather armchair.
2 committee chairs.
1 mahogany hattree.
1 umbrella stand.
1 leather screen.
2 roller-top desks.
2 revolving Senator's chairs.
1 revolving typewriter's chair.
1 4-drawer flat-top typewriter cabinet.
1 round-top table.
1 mahogany file case.
1 carpet.
1 cuspidor.
1 Pullman ventilator.
1 water cooler.
1 No. 6 Remington typewriter, No. 127517.

COMMITTEE ON THE MISSISSIPPI RIVER AND ITS TRIBUTARIES, OLD LIBRARY SPACE, GALLERY FLOOR, NORTH SIDE.

2 linen curtains.
1 pair andirons.
1 fire set.
1 clock.
1 leather screen.
1 flat-top desk.
1 Senator's revolving chair.
1 clerk's revolving chair.
2 revolving typewriter chairs.
1 roller-top desk.
1 pair velour curtains.
1 mirror.
1 8-drawer roller-top typewriter cabinet.
1 committee table.
6 committee chairs.
1 chairman's chair.
1 mahogany bookcase and file case.
2 carpets.
1 Webster's Dictionary and stand.
4 cuspidors.
2 mahogany bookcases.
2 mahogany typewriter tables.
1 typewriter cover.
1 No. 5 Underwood typewriter, No. 104816, and leather cover.
1 No. 4 Underwood typewriter, No. 22693, and cover.
1 1-drawer card-index case.

COMMITTEE ON NATIONAL BANKS, ROOM 24, MALTBY BUILDING.

8 linen curtains.
2 roller-top desks.
1 small marble-top table.
1 leather couch.
3 cuspidors.
1 clock.
1 pair portieres.
2 caucus chairs.
1 flat-top table.
1 hatrack.
1 silver-plated pitcher and tray.
1 No. 7 Remington typewriter, No. 178548, and rubber cover.
1 typewriter swing.
1 4-drawer vertical file case.
1 Japanese screen.
1 thermometer.
1 No. 7 Remington typewriter, No. 178369, and cover.
1 4-drawer card-index case.
2 Welsbach droplights.
3 revolving oak chairs.
1 8-drawer flat-top typewriter cabinet.
1 oak table.
1 leather rocker.
1 washstand and toilet set.
2 5-crate Wernicke bookcases.
1 carpet.

SUBCOMMITTEE ON NATIONAL BANKS, ROOM 45 AND ANTEROOM, MALTBY BUILDING.

1 clock.
3 linen curtains.
1 roller-top desk.
1 small marble-top table.
2 caucus chairs.
3 cuspidors.
1 revolving oak chair.
1 leather armchair.
1 typewriter swing.
1 Welsbach droplight.
2 carpets.
1 oak cabinet.
1 revolving typewriter chair.
1 silver-plated tray.

COMMITTEE ON NAVAL AFFAIRS, GALLERY FLOOR, SOUTHEAST CORNER.

2 carpet rugs.
5 pairs linen curtains.
1 oak committee table.
1 blacking commode.
1 silver-plated pitcher and tray.
1 leather couch.
1 mirror.
1 cloth screen.
3 rocking-chairs.
4 leather-seat oak chairs.

COMMITTEE ON NAVAL AFFAIRS, GALLERY FLOOR, SOUTHEAST CORNER—Continued.

1 oak cabinet.
2 sets shovel and tongs and stand.
1 willow screen.
1 leatherette screen.
1 small oak table.
140-file Woodruff cabinet and base.
1 set shelves.
1 umbrella stand.
1 No. 6 Remington typewriter, No.87466.
1 pole hatrack.
1 sofa pillow.
1 4-drawer card-index case.
1 refrigerator.
1 cocoa mat.
1 Webster's Dictionary.
1 clock.
1 bookcase.
1 hatrack.
2 cuspidors.
1 flat-top oak desk.
6 rugs.
3 pairs lace curtains.
1 wood box.
1 ornamental cloth screen.
5 antique oak armchairs.
1 table cover.
1 oak extension table.
7 caucus chairs.
2 fenders.
2 spark screens.
1 Standard Dictionary, 2 volumes.
1 japanned tray.
1 No. 6 Remington typewriter, No. 117532, and 8-drawer roller-top cabinet.
1 oak typewriter table.

COMMITTEE ON ORGANIZATION, CONDUCT, AND EXPENDITURES OF THE EXECUTIVE DEPARTMENTS, SENATE TERRACE, ROOM 2.

1 carpet.
1 clock.
4 linen curtains.
2 roller-top desks.
1 leather armchair.
1 leather couch.
1 set oak bookshelves.
1 fender.
1 committee table.
4 cuspidors.
1 silver-plated pitcher and tray.
2 mirrors.
1 No. 6 Remington typewriter, No. 143458.
1 set shovel and tongs.
1 8-drawer roller-top cabinet.
1 revolving oak chair.
1 4-drawer card-index case.
5 revolving cane-seat chairs.
1 Cutler letter file.
1 Amberg file case.
1 Rand-McNally Atlas, 2 volumes.
1 hatrack.
1 Webster's Dictionary and stand.
1 Standard Dictionary and stand.
1 typewriter stand.
1 Bailey letterpress and stand.
1 revolving leather and oak chair.
1 leatherette screen.
1 typewriter chair.
1 Jenkins map rack.
1 No. 6 Remington typewriter, No. 139013.

COMMITTEE ON PACIFIC ISLANDS AND PORTO RICO, OLD LIBRARY SPACE SENATE FLOOR, WEST SIDE.

2 linen curtains.
1 No. 6 Remington typewriter, No. 44839, cover, and oak table.
1 pair velour curtains.
1 Standard Dictionary, 2 volumes.
1 Bailey letterpress and stand.
1 pair andirons.
1 fire set.
1 clock.
1 cocoa mat.
1 silver-plated pitcher.
1 leather screen.
2 mahogany roller-top desks.
1 revolving Senator's mahogany chair.
2 revolving mahogany typewriter chairs.
1 mahogany committee table.
2 mahogany committee chairs.
1 mahogany chairman's chair.
1 mahogany wardrobe.
2 large leather chairs.
1 leather sofa.
2 mahogany bookcases.
2 mahogany typewriter tables.
1 Jenkins map rack.
2 cuspidors.
1 carpet.
1 No. 6 Remington typewriter, No. 130114, and cover.
1 12-drawer vertical file case.
1 4-drawer card-index case.
2 caucus chairs.
1 No. 6 Remington typewriter, No. 141655, and cover.
1 No. 6 Remington typewriter, No. 90711, and stand.
1 brass wood holder.
1 spark screen.

COMMITTEE ON PACIFIC RAILROADS, BASEMENT, OLD BUILDING.

2 carpets.
1 hatrack.
4 linen curtains.
3 roller-top desks.
2 pairs damask curtains.
1 8-drawer flat-top typewriter cabinet.
1 silver-plated pitcher.
2 revolving oak chairs.
1 clock.
1 revolving leather-seat chair.
1 Standard Dictionary and stand.
1 library ladder.
1 12-crate Wernicke bookcase.
1 No. 7 Remington typewriter, No. 173985, and cover.
2 Pullman ventilators.
2 typewriter swings.
1 fender.
1 leatherette screen.
1 mirror.
1 spark screen.
1 fire set.
2 caucus chairs.
3 revolving cane-seat chairs.
1 5-crate Wernicke bookcase.
1 Woodruff file case.
1 Webster's Dictionary and stand.
1 No. 7 Remington typewriter, No. 176482.
1 6-foot table.
1 No. 6 Remington typewriter, No. 83197.

COMMITTEE ON PATENTS, ROOMS 75 AND 79, MALTBY BUILDING.

1 small marble-top table.
4 roller-top desks.
1 revolving chair.
9 linen curtains.
1 silver-plated pitcher and tray.
1 clock.
2 hatracks.
4 cuspidors.
1 Webster's Dictionary.
2 carpets.
1 leather lounge.
3 leather chairs.
1 revolving bookcase.
2 6-crate Wernicke bookcases.
1 revolving oak chair.
1 revolving leather-seat chair.
1 Bailey letterpress and stand.
1 set portieres.
1 rug.
1 Standard Dictionary.
2 tables.
3 typewriter covers.
1 leather-seat oak chair.
1 Wernicke bookcase unit.
1 willow rocker.
1 No. 6 Remington typewriter, No. 165405, and cover.
1 8-drawer flat-top typewriter cabinet.
1 document file case.
1 2-drawer card-index case.
1 Wernicke file case.
2 5-crate Wernicke bookcases.
1 caucus chair.
1 Welsbach droplight.

COMMITTEE ON PENSIONS, OLD LIBRARY SPACE, SENATE FLOOR, NORTH SIDE.

4 linen curtains.
1 pair velour curtains.
2 mirrors.
2 pairs andirons.
2 fire sets.
1 sofa pillow.
2 clocks.
3 cuspidors.
2 umbrella stands.
2 Pullman ventilators.
1 cocoa mat.
2 carpets.
2 leather screens.
1 mahogany committee table.
2 8-drawer roller-top typewriter cabinets.
2 revolving typewriter chairs.
2 roller-top mahogany desks.
1 Bailey letterpress and stand.
1 revolving clerk's chair.
2 mahogany bookcases.
1 4-foot mahogany table.
2 leather armchairs.
1 mahogany letter-file case.
12 committee chairs.
1 chairman's chair.
2 mahogany wardrobes.
1 mahogany flat-top desk.
3 revolving Senator's chairs.
1 revolving bookcase.
1 leather rocker.
1 leather sofa.
1 Standard Dictionary and stand.
1 small mahogany table.
1 mahogany stationary closet.
1 4-drawer card-index case.
1 pole hatrack.
2 water coolers.
1 Rand-McNally Atlas, 2 volumes.
1 No. 7 Remington typewriter, No. 153791.
1 No. 5 Underwood typewriter, No. 98936, and rubber cover.
1 No. 6 Remington typewriter, No. 105098, and cover.
1 blacking commode.

SUBCOMMITTEE ON PENSIONS, ROOMS 9 AND 10, MALTBY BUILDING.

2 carpets.
7 linen curtains.
1 revolving bookcase.
1 roller-top desk.
1 small marble-top table.
3 cuspidors.
1 silver-plated pitcher and tray.
2 clocks.
2 leather armchairs.
3 revolving cane-seat chairs.
1 No. 7 Remington typewriter, No. 139947.
1 8-drawer roller-top typewriter cabinet.
1 hatrack.
1 umbrella stand.
1 Welsbach droplight.
1 file case.
1 small table.
2 flat-top mahogany desks.
1 leather lounge.
1 hattree.
1 set bookshelves.
1 4-drawer typewriter stand.
1 revolving leather-seat chair.
1 cane-seat mahogany chair.
1 mirror.
1 Davis typewriter chair.
1 9-drawer card-index case.
1 caucus chair.
1 thermometer.
1 4-drawer flat-top typewriter cabinet.
1 ventilator.
1 telephone holder.
1 dictionary stand.
2 velour curtains.
1 4-drawer card-index case.

COMMITTEE ON PHILIPPINES, SENATE BASEMENT, WEST FRONT.

1 carpet rug.
1 clock.
1 fender.
1 No. 6 Remington typewriter, No. 116792, and 8-drawer roller-top cabinet.
2 linen curtains.
2 bookcases.
1 committee table.
1 leather couch.
1 set shovel and tongs.
1 spark screen.
2 leather window seats.
3 cuspidors.
1 silver-plated pitcher.
1 mirror.
1 large leather sleepy-hollow chair.
1 set Century Dictionary, 6 volumes.
1 No. 6 Remington typewriter, No. 69464, and 8-drawer roller-top cabinet.
1 leatherette screen.
2 Pullman ventilators.
1 Century Cyclopedia of Names.
1 Yawman & Erbe letter copier and stand.
13 committee chairs.
1 chairman's chair.
1 mahogany file case and wardrobe.
1 mahogany typewriter table.
2 revolving mahogany chairs.
1 pair andirons.
2 typewriter covers.
2 rugs.
1 No. 2 Smith Premier typewriter, No. 27769.

COMMITTEE ON POST-OFFICES AND POST-ROADS, SENATE BASEMENT, NORTH SIDE.

2 carpets.
3 linen curtains.
3 mirrors.
2 silver-plated pitchers.
2 clocks.
4 roller-top desks.
1 committee table.
1 caucus chair.
1 velour fire-screen.
2 sash curtains.
Rand & McNally Atlas, 2 volumes.
1 No. 4 Densmore typewriter, No. 31520.
1 No. 2 Smith Premier, No. 86760, and 8-drawer flat-top cabinet.
16 revolving mahogany chairs.
1 mahogany umbrella stand.
2 mahogany chairs.
1 mahogany cabinet.
1 large bookcase and file case.
1 leather arm chair.
1 leather window seat.
1 leather couch.
5 cuspidors.
1 Jenkins map rack.
1 pair portières and fixtures.
1 umbrella stand.
1 set Century Dictionary, 7 volumes.
1 file case.
1 couch pillow.
2 Pullman ventilators.
1 revolving typewriter chair.
1 drop-leaf table.
2 window bookcases.
2 pole hatracks.
1 4-drawer flat-top typewriter cabinet.
2 small bookcases.
1 mahogany wardrobe.
1 pigeonhole case.
1 telephone holder.
1 chest.

SUBCOMMITTEE ON POST-OFFICES AND POST-ROADS, ROOMS 48 AND 50, MALTBY BUILDING.

2 carpets.
2 linen curtains.
3 caucus chairs.
2 cuspidors.
1 clock.
1 hatrack.
1 small marble-top table.
1 silver-plated pitcher and tray.
1 Webster's Dictionary and stand.
1 oak table.
1 umbrella stand.
1 8-drawer flat-top typewriter cabinet.
1 Davis typewriter chair.
1 typewriter stand.
1 blacking commode.
1 4-drawer flat-top typewriter cabinet.
1 No. 5 Underwood typewriter, No. 59198.
2 rubber typewriter covers.
3 velour curtains.
1 typewriter cover.
1 No. 4 Underwood typewriter, No. 105531.
1 leather couch.

COMMITTEE TO INVESTIGATE THE CONDITION OF THE POTOMAC RIVER FRONT AT WASHINGTON, SENATE TERRACE, ROOMS 4 AND 6.

2 carpets.
1 clock.
4 pairs linen curtains.
1 No. 6 Remington typewriter, No. 140509, and 8-drawer roller-top cabinet.
1 hatrack.
1 leather lounge.
1 marble-top table.
1 velour fire screen.
1 revolving bookcase.
1 roller-top desk.
4 cuspidors.
1 silver-plated pitcher and tray.
1 mirror.
1 stepladder.
1 pair andirons
1 set shovel and tongs.
1 fender.
2 walnut bookcases.
3 revolving mahogany chairs.
1 Standard Dictionary (2 vols.) and stand.
2 mahogany committee chairs.
2 revolving typewriter chairs.
7 revolving oak chairs.
2 flat-top mahogany desks.
1 leatherette screen.
4 Pullman ventilators.
1 No. 2 Smith Premier typewriter, No. 35303, cover, and oak table.
1 No. 6 Remington typewriter, No. 140508, and 8-drawer roller-top cabinet.
1 4-drawer flat-top typewriter cabinet.
1 oak typewriter table.
1 revolving leather-seat chair.
2 3-drawer vertical file cases.
1 caucus chair.
1 typewriter cover.

COMMITTEE ON PRINTING, SENATE BASEMENT, NORTHEAST CORNER.

4 linen curtains.
1 fender.
2 bookcases.
3 roller-top desks.
1 wood box.
1 spark screen.
1 oak typewriter table.
3 cuspidors.
1 umbrella stand.
1 No. 6 Remington typewriter, No. 117890
1 leather couch.
1 No. 6 Remington typewriter, No. 70371, and cover.
1 set portières and fixtures.
2 revolving leather-seat chairs.
1 set shovel and tongs.
1 glass screen (fire).
7 caucus chairs.
5 revolving oak chairs.
1 carpet rug.
1 mirror.
4 pairs silk sash curtains.
1 typewriter support.
1 revolving typewriter chair.
1 No. 6 Remington typewriter, No. 96101, and cover.
1 Pullman ventilator.
1 drop-leaf oak table.
1 clock.
1 extension table.
1 4-drawer flat-top typewriter cabinet.
1 pair portières.
1 toilet mirror.
1 silver-plated tray.
1 Standard Dictionary and stand.
1 leather cushion.
8 leather mahogany chairs.
1 flat-top desk.

SUBCOMMITTEE ON PRINTING, ROOMS 80 AND 81, MALTBY BUILDING.

2 carpets.
1 Welsbach droplight and standard.
1 roller-top desk.
1 Bailey letterpress and stand.
1 flat-top desk.
1 caucus chair.
2 linen curtains.
1 revolving cane-seat chair.
1 leather lounge.
1 Davis typewriter chair.
1 cuspidor.
1 typewriter stand.

COMMITTEE ON PRIVATE LAND CLAIMS OLD LIBRARY SPACE, GALLERY FLOOR

1 No. 6 Remington typewriter, No. 20847, cover, and oak table.
1 set pigeonholes.
2 linen curtains.
2 pairs velour curtains.
1 pair andirons.
1 fire set.
1 clock.
5 committee chairs.
1 chairman's chair.
2 leather armchairs.
1 leather couch.
1 mahogany bookcase.
1 combination file case.
1 mahogany committee table.
1 carpet.
1 mirror.
1 leather screen.
2 roller-top desks.
1 Senator's revolving chair.
1 clerk's revolving chair.
3 revolving typewriter chairs.
2 8-drawer roller-top typewriter cabinets.
3 cuspidors.
1 No. 5 Underwood typewriter, No. 95026, and cover.
1 Webster's Dictionary and stand.
1 No. 6 Remington typewriter, No. 47343.
1 typewriter stand.
1 No. 6 Remington typewriter, No. 82720, and cover.
1 water cooler.
2 caucus chairs.

COMMITTEE ON PRIVILEGES AND ELECTIONS, GALLERY FLOOR, WEST FRONT.

1 clock.
1 oak extension committee table.
1 revolving cane-seat chair.
5 caucus chairs.
2 roller-top desks.
1 set shovel and tongs.
2 mirrors.
1 fender.
1 lounge pillow.
12 revolving oak chairs.
2 oak bookcases.
1 No. 6 Remington typewriter, No. 18631, and 8-drawer flat-top cabinet.
3 revolving leather-seat chairs.
1 leather couch.
1 silver-plated water urn and 2 goblets.
1 Brooks file case.
1 set Century Dictionary.
1 umbrella stand.
1 standing desk.
2 pairs linen curtains.
1 marble-top table.
5 cuspidors.
1 spark screen.
1 carpet rug.
1 flat-top desk.
1 leather rocker.
1 leather screen.
2 rugs.
1 revolving bookcase.
1 No. 4 Densmore typewriter, No. 39057, and 4-drawer flat-top cabinet.
1 set portieres and fixtures.
1 revolving typewriter chair.
1 pair portieres.
1 wood box.
1 oak closet.
1 No. 4 Densmore typewriter, No. 24610, and cover.

COMMITTEE ON PUBLIC BUILDINGS AND GROUNDS, SENATE BASEMENT, NORTH SIDE.

2 clocks.
1 silver-plated pitcher.
2 umbrella stands.
2 mahogany roller-top desks.
1 mahogany armchair.
1 mahogany rocking-chair.
1 mahogany revolving chair.
2 revolving leather seat and back mahogany chairs.
2 carpets.
1 mahogany drop-leaf table.
3 cuspidors.
2 mirrors.
2 pairs silk sash curtains.
1 mahogany bookcase.
1 No. 7 Remington typewriter, No. 97398.
2 linen curtains.
2 Pullman ventilators.
1 oak drop-leaf table.
1 No. 7 Remington typewriter, No 181359.
1 leather sofa.
1 Webster's Dictionary.
1 mahogany cabinet.
1 silver-plated tray.
2 4-drawer flat-top typewriter cabinets.
2 revolving typewriter chairs.
1 table cover.
2 5-crate Wernicke bookcases.
1 extension table.
2 mahogany file cases.
4 leather and mahogany chairs.

COMMITTEE ON PUBLIC HEALTH AND NATIONAL QUARANTINE, OLD LIBRARY SPACE, SENATE FLOOR.

6 linen curtains.
2 mirrors.
1 leather screen.
1 No. 6 Remington typewriter, No. 83223.
2 roller-top mahogany desks.
1 mahogany cane-seat typewriter chair.
1 4-drawer flat-top mahogany typewriter cabinet.
1 mahogany letter-file case.
1 mahogany wardrobe.
4 mahogany bookcases.
1 large leather chair.
3 leather side chairs.
5 leather committee chairs.
1 mahogany cane-seat clerk's chair.
1 Jenkins map rack.
2 pairs andirons.
2 fire sets.
2 clocks.
2 caucus chairs.
1 revolving mahogany Senator's chair.
1 mahogany extension table.
2 carpets.
6 cuspidors.
1 set Century Dictionary (6 volumes).
1 No. 6 Remington typewriter, No. 118100, and cover.
1 water cooler.
1 silver-plated pitcher.
1 Webster's Dictionary and stand.
1 leather couch.
1 Rand-McNally Atlas (2 volumes).
1 sofa pillow.
1 typewriter swing.
1 typewriter cover.

COMMITTEE ON PUBLIC LANDS, SENATE BASEMENT, SOUTHEAST CORNER.

2 carpet rugs.
2 clocks.
1 leather couch.
1 silver-plated pitcher.
2 mirrors.
2 sets shovel and tongs.
1 roller-top desk.
3 bookcases.
2 large leather chairs.
4 rugs.
5 cuspidors.
2 fenders.
5 linen curtains.
4 Pullman ventilators.
1 No. 4 Underwood typewriter, No. 64383, and rubber cover.
2 spark screens.
1 committee table.
1 pair portieres and fixtures.
2 umbrella stands.
1 Webster's Dictionary and stand.
1 6-drawer card-index case.
1 revolving bookcase.
1 No. 4 Underwood typewriter, No. 74366, and rubber cover.
1 mahogany table.
1 painting, "Paul Jones."
1 wood basket.
3 revolving mahogany chairs.
14 leather and mahogany chairs.
1 leather and mahogany arm chair.
1 window bookcase.
1 woodbox.
2 flat-top desks.
2 typewriter swings.
1 mahogany file case.
1 mahogany wardrobe.
1 small marble-top cabinet.
1 Jenkins map rack.
3 pairs silk sash curtains.
1 typewriter cover.

COMMITTEE ON THE REVISION OF THE LAWS OF THE UNITED STATES, SENATE BASEMENT, SOUTHWEST CORNER.

1 carpet rug.
2 linen curtains.
1 fender.
1 spark screen.
1 mirror.
1 set shovel and tongs.
1 round oak table.
1 set portieres and fixtures.
3 cuspidors.
1 hatrack.
1 silver-plated pitcher.
1 clock.
2 roller-top desks.
2 pairs silk sash curtains.
4 revolving oak chairs.
1 wood basket.
1 leather window seat.
1 toilet mirror.
1 4-drawer flat-top typewriter cabinet.
1 revolving leather-seat chair.
1 oak cabinet.
1 oak bookcase.
1 Pullman ventilator.
1 No. 6 Remington typewriter, No. 46287.
1 Standard Dictionary and stand.
1 No. 6 Remington typewriter, No. 57638, cover, and oak table.
1 No. 6 Remington typewriter, No 57102, and 4-drawer flat-top cabinet.
1 Webster's Dictionary and stand.
1 leather couch.
1 revolving typewriter chair.

COMMITTEE ON REVOLUTIONARY CLAIMS, ROOMS 6 AND 7, MALTBY BUILDING.

2 carpets.
1 clock.
2 6-foot tables.
4 revolving chairs.
2 hatracks.
12 linen curtains.
2 revolving bookcases.
1 8-drawer typewriter cabinet, flat top.
1 Welsbach droplight.
1 Wernicke letter-file case.
2 leather couches.
1 rug.
2 roller-top desks.
2 cuspidors.
1 silver-plated pitcher.
1 walnut bookcase.
1 blacking commode.
1 dictionary stand.
1 Bailey letterpress and stand.
1 No. 7 Remington typewriter, No. 183568, and cover.
1 caucus chair.

COMMITTEE ON RULES, SENATE BASEMENT, WEST FRONT.

5 rugs.
3 linen curtains.
1 oak committee table (extension).
1 set shovel and tongs.
1 caucus chair.
1 fender.
1 large oak cabinet.
3 cuspidors.
1 mirror.
1 spark screen.
1 clock.
1 roller-top desk.
2 leather window seats.
1 oak bookcase.
1 silver-plated pitcher and tray.
1 leather couch.
1 umbrella stand.
1 telephone holder.
1 8-drawer roller-top cabinet.
1 pair portières and fixtures.
1 pair andirons.
1 table cover.
3 pair silk sash curtains.
2 oil paintings.
1 Persian rug.
1 large leather chair.
7 revolving leather chairs.
1 wood closet.
2 Davis typewriter chairs.
1 glass fire screen.
1 Webster's Dictionary and stand.
1 No. 1 L. C. Smith typewriter, No. 1179, and 4-drawer roller-top cabinet.
1 sofa pillow.

COMMITTEE ON STANDARDS, WEIGHTS, AND MEASURES, ROOMS 35 AND 36, MALTBY BUILDING.

2 carpets.
4 linen curtains.
1 committee table.
1 wardrobe.
5 revolving oak chairs.
1 cane-seat chair.
1 leather chair.
1 small marble-top table.
1 silver-plated pitcher.
2 revolving typewriter chairs.
2 roller-top desks.
2 cuspidors.
1 No. 2 Smith Premier typewriter, No. 84595, and cover.
1 Webster's Dictionary and stand.
1 8-drawer roller-top typewriter cabinet
1 flat-top desk.
1 clock.
1 Welsbach droplight.
2 caucus chairs.
1 typewriter cover.
1 typewriter swing.
1 oak typewriter table.
1 No. 4 Underwood typewriter, No. 16830, and oak table.

COMMITTEE ON TERRITORIES, SENATE BASEMENT, NORTH FRONT.

2 linen curtains.
3 cuspidors.
1 silver-plated pitcher and tray.
1 fender.
1 wood box.
2 roller-top desks.
1 Webster's Dictionary and stand.
1 clock.
1 small marble-top table.
1 typewriter chair.
1 caucus chair.
1 spark screen.
1 Jenkins map rack.
1 umbrella stand.
1 No. 6 Remington typewriter. No. 60171 and cover.
2 Pullman ventilators.
1 glass fire screen.
1 revolving leather chair.
2 8-drawer roller-top typewriter cabinets.
1 No. 6 Remington typewriter, No. 56913, and leather cover.
1 carpet.
1 large library globe.
1 leather couch.
1 committee table.
1 mahogany wardrobe.
1 clerk's revolving chair.
8 committee chairs.
1 chairman's chair.
2 leather screens.
1 No. 6 Remington typewriter, No. 81850,
1 mirror.
1 set shovel and tongs.

COMMITTEE ON TERRITORIES, SENATE BASEMENT, NORTH FRONT—Continued.

1 8-drawer flat-top typwriter cabinet.
1 12-crate Wernicke bookcase.
2 pair silk sash curtains.
1 typewriter swing.
1 typewriter cover.
1 No. 6 Remington typewriter, No. 113050, and cover.
1 No. 3 Oliver typewriter, No. 143432, and cover.
1 revolving cane-seat mahogany chair.
1 No. 4 Underwood typewriter, No. 22398, and cover.
1 6-drawer card-index case.

SUBCOMMITTEE ON TERRITORIES, BASEMENT, MALTBY BUILDING.

1 walnut file case.
1 carpet.
2 revolving cane-seat chairs.
1 wooden chair.
1 flat-top desk.
1 set pigeonholes.
1 extension table.
1 leather lounge.
1 No. 6 Remington typewriter, No. 40317 and oak table.
2 typewriter covers.
1 roller-top desk.

COMMITTEE ON TRANSPORTATION ROUTES TO SEABOARD, OLD LIBRARY SPACE, GALLERY FLOOR, NORTH SIDE.

4 cuspidors.
1 mirror.
1 pair andirons.
1 fire-set.
1 clock.
1 leather screen.
2 linen curtains.
2 roller-top desks.
1 chairman's chair.
1 mahogany bookcase and file case.
1 leather sofa.
2 leather armchairs.
1 No. 6 Remington typewriter, No. 83228, and rubber cover.
1 Bailey letterpress and stand.
1 Webster's Dictionary and stand.
1 Senator's revolving chair.
1 typewriter revolving chair.
1 8-drawer roller-top typewriter cabinet.
1 roundtop table.
1 clerk's revolving chair.
1 No. 6 Remington typewriter, No. 96104, and cover.
4 committee chairs.
1 Davis typewriter chair.
1 carpet.
1 typewriter support.
1 water cooler.
1 No. 6 Remington typewriter, No. 145719, and cover.

COMMITTEE ON TRANSPORTATION AND SALE OF MEAT PRODUCTS, SUBBASEMENT, OLD BUILDING, WEST FRONT.

1 clock.
3 bookcases.
2 roller-top desks.
1 revolving cane-seat chair.
1 Webster's Dictionary and stand.
1 large leather chair.
6 revolving oak chairs.
1 oak table.
1 silver-plated pitcher and tray.
1 carpet.
1 No. 6 Remington typewriter, No. 129760, and cover.
1 No. 71 mimeograph, No. 525, and cover.
1 small marble-top table.
1 flat-top desk.
2 Wernicke file cases.
1 cloth screen.
1 oak typewriter table.
1 No. 6 Remington typewriter, No. 39155, and cover.
2 linen curtains.
1 revolving bookcase.
1 upholstered couch.
1 hatrack.
1 spark screen.
1 Columbia graphophone, 503606.
1 mirror.
2 Wernicke bookcase units.
1 Bailey letterpress and stand.
1 cuspidor.
1 No. 6 Remington typewriter, No 83255, and cover.
2 3-drawer vertical file cases.

COMMITTEE TO INVESTIGATE TRESPASSES UPON INDIAN LANDS, ROOM 11, SENATE TERRACE.

1 clock.
1 carpet.
2 roller-top desks.
3 revolving cane-seat chairs.
3 cuspidors.
2 linen curtains.
1 No. 6 Remington typewriter, No. 140507, and 8-drawer roller-top cabinet.
1 Webster's Dictionary.
1 leather lounge.
1 hatrack.
1 silver-plated pitcher.
1 mirror.
2 leather armchairs.
1 leatherette screen.
1 revolving bookcase.
1 revolving oak chair.
1 typewriter cover.
2 Tucker file cases.
2 Pullman ventilators.
2 5-crate Wernicke bookcases.
1 revolving typewriter chair.

SENATOR CULBERSON, ROOMS 26 AND 27, MALTBY BUILDING.

2 carpets.
1 revolving bookcase.
1 small marble-top table.
1 wardrobe.
1 Bailey letterpress and stand.
3 revolving typewriter chairs.
1 No. 6 Remington typewriter, No. 143520, and cover.
3 cane-seat chairs.
1 leather couch.
1 silver-plated pitcher and tray.
1 roller-top desk.
1 6-foot table.
6 linen curtains.
4 cuspidors.
2 8-drawer roller-top typewriter cabinets.
1 Webster's Dictionary and stand.
1 clock.
1 hatrack.
1 4-crate Wernicke bookcase.
1 6-crate Wernicke bookcase.
1 12-crate Wernicke bookcase.
3 revolving oak chairs.
1 No. 6 Remington typewriter, No. 117770, and cover.
1 caucus chair.

SENATOR DAVIS, ROOMS 30, 32, AND 34, MALTBY BUILDING.

1 revolving oak chair.
3 carpets.
3 linen curtains.
1 hatrack.
1 clock.
1 small marble-top table.
1 silver-plated pitcher.
1 caucus chair.
1 roller-top desk.
1 6-crate Wernicke bookcase.
1 revolving bookcase.
1 8-drawer flat-top typewriter cabinet.
1 typewriter swing.

SENATOR FOSTER, ROOMS 52 AND 53, MALTBY BUILDING.

2 carpets.
1 clock.
1 revolving bookcase.
2 revolving cane-seat chairs.
1 6-foot table.
1 hatrack.
2 cuspidors.
1 flat-top desk.
4 linen curtains.
1 small marble-top table.
1 leather couch.
5 caucus chairs.
1 silver pitcher and tray.
1 leather armchair.
1 15-crate Wernicke bookcase.
1 Welsbach droplight.
1 Webster's Dictionary and stand.
1 No. 6 Remington typewriter, No. 145327.
1 walnut bookcase.
1 revolving typewriter chair.
1 leather rocker.
1 typewriter stand.
1 sofa pillow.
1 8-drawer flat-top typewriter cabinet.
1 No. 6 Remington typewriter, No. 22113.
1 No. 6 Remington typewriter, No. 47367.
1 10-crate Wernicke bookcase.
1 Tucker file case.
1 leather cushion.
1 Webster's Dictionary.

SENATOR FRAZIER, ROOM 8 AND ANTEROOM, MALTBY BUILDING.

2 carpets.
1 clock.
3 linen curtains.
1 revolving bookcase.
1 small marble-top table.
1 Welsbach droplight.
1 leather lounge.
1 revolving leather-seat chair.
1 Brooks file case.
1 dictionary stand.
1 washstand and toilet set.
3 caucus chairs.
1 flat-top desk.
1 roller-top desk.
2 cuspidors.
1 silver-plated pitcher.
1 8-drawer flat-top cabinet.
2 revolving cane-seated chairs.
1 hatrack.
1 oak bookcase.
1 leather armchair.
1 No. 2 Smith Premier typewriter, No. 104512, and cover.
1 No. 2 Smith Premier typewriter, No. 86806, and cover.

SENATOR GUGGENHEIM, SENATE TERRACE, ROOM 3.

1 carpet.
2 linen curtains.
1 revolving bookcase.
1 roll-top desk.
1 leather couch.
1 committee table.
4 revolving cane-seat chairs.
1 8-drawer roller-top typewriter cabinet.
1 Standard Dictionary and stand.
1 hatrack.
2 cuspidors.
1 water cooler.
1 Wernicke file case.
2 5-crate Wernicke bookcases.

SENATOR BAILEY, ROOMS 39 AND 40, MALTBY BUILDING.

2 carpets.
1 clock.
1 small marble-top table.
1 set Century Dictionary, 6 volumes.
2 large leather chairs.
4 window shades.
1 blacking commode.
2 cuspidors.
1 silver-plated pitcher and tray.
2 revolving oak chairs.
1 6-crate Wernicke bookcase.
4 5-crate Wernicke bookcases.
1 small oak table.
1 leather couch.
1 6-foot table.
1 No. 6 Remington typewriter, No. 83233.
1 flat-top desk.
1 8-drawer roller-top typewriter cabinet.
1 revolving typewriter chair.
1 Wernicke file case.
1 No. 6 Remington typewriter, No. 77198, and 8-drawer roll-top cabinet.
2 caucus chairs.
1 roller-top desk.
1 dictionary stand.

SENATOR BORAH, BASEMENT, OLD BUILDING.

1 carpet.
3 roller-top desks.
3 linen curtains.
1 large leather chair.
1 lounge pillow.
1 No. 4 Yost typewriter, No. 49833, and cover.
1 mirror.
1 leather-seat revolving chair.
1 clock.
1 bookcase.
3 cuspidors.
1 Standard Dictionary and stand.
1 silver-plated pitcher.
1 typewriter table.
1 willow rocker.
1 revolving oak chair.
1 hatrack.
1 Bailey letterpress and stand.
1 leather couch.
1 No. 4 Underwood typewriter, No. 6930, and cover.
2 revolving cane-seat chairs.
1 caucus chair.
1 Pullman ventilator.

SENATOR BOURNE, ROOMS 37 AND 38, MALTBY BUILDING.

2 carpets.
2 linen curtains.
1 roller-top desk.
1 leather couch.
1 silver-plated pitcher.
1 hatrack.
1 clock.
3 caucus chairs.
4 revolving oak chairs.
1 Standard Dictionary and stand.
1 No. 6 Remington typewriter, No. 81708.
1 6-foot table.
1 small marble-top table.
1 stationery case.
2 5-crate Wernicke bookcases.
1 revolving leather-seat chair.
2 8-drawer roller-top typewriter cabinets.
1 typewriter swing.
1 No. 6 Remington typewriter, No. 163837.
1 revolving typewriter chair.
2 Tucker file cases.
1 oak typewriter table.
1 No. 4 Underwood typewriter, No. 21973, and cover.
1 No. 6 Remington typewriter, No. 37355, and cover.
1 No. 4 Underwood typewriter, No. 60038.

SENATOR CLARKE (ARKANSAS), SENATE TERRACE, ROOM 17.

1 committee table.
3 bookcases.
1 hatrack.
1 carpet.
1 set portières and fixtures.
1 Webster's Dictionary and stand.
1 linen curtain.
4 revolving cane-seat chairs.
1 clock.
1 silver-plated pitcher and tray.
1 small marble-top table.
1 caucus chair.
1 cuspidor.
1 mirror.
1 leather couch.
1 roller-top desk.
1 revolving bookcase.
1 8-drawer flat-top typewriter cabinet.
1 8-drawer vertical case.
1 No. 2 Smith Premier typewriter, No. 60109, and 8-drawer roller-top cabinet.
1 Standard Dictionary.
1 Pullman ventilator.
1 leather rocker.
2 rugs.
1 revolving oak chair.
1 4-drawer card-index case.
2 revolving leather-seat chairs.
1 willow rocker.
1 No. 6 Remington typewriter, No. 117206, and cover.

SENATOR CULBERSON, ROOMS 26 AND 27, MALTBY BUILDING.

2 carpets.
1 revolving bookcase.
1 small marble-top table.
1 wardrobe.
1 Bailey letterpress and stand.
3 revolving typewriter chairs.
1 No. 6 Remington typewriter, No. 143520, and cover.
3 cane-seat chairs.
1 leather couch.
1 silver-plated pitcher and tray.
1 roller-top desk.
1 6-foot table.
6 linen curtains.
4 cuspidors.
2 8-drawer roller-top typewriter cabinets.
1 Webster's Dictionary and stand.
1 clock.
1 hatrack.
1 4-crate Wernicke bookcase.
1 6-crate Wernicke bookcase.
1 12-crate Wernicke bookcase.
3 revolving oak chairs.
1 No. 6 Remington typewriter, No. 117770, and cover.
1 caucus chair.

SENATOR DAVIS, ROOMS 30, 32, AND 34, MALTBY BUILDING.

1 revolving oak chair.
3 carpets.
3 linen curtains.
1 hatrack.
1 clock.
1 small marble-top table.
1 silver-plated pitcher.
1 caucus chair.
1 roller-top desk.
1 6-crate Wernicke bookcase.
1 revolving bookcase.
1 8-drawer flat-top typewriter cabinet.
1 typewriter swing.

SENATOR FOSTER, ROOMS 52 AND 53, MALTBY BUILDING.

2 carpets.
1 clock.
1 revolving bookcase.
2 revolving cane-seat chairs.
1 6-foot table.
1 hatrack.
2 cuspidors.
1 flat-top desk.
4 linen curtains.
1 small marble-top table.
1 leather couch.
5 caucus chairs.
1 silver pitcher and tray.
1 leather armchair.
1 15-crate Wernicke bookcase.
1 Welsbach droplight.
1 Webster's Dictionary and stand.
1 No. 6 Remington typewriter, No. 145327.
1 walnut bookcase.
1 revolving typewriter chair.
1 leather rocker.
1 typewriter stand.
1 sofa pillow.
1 8-drawer flat-top typewriter cabinet.
1 No. 6 Remington typewriter, No. 22113.
1 No. 6 Remington typewriter, No. 47367.
1 10-crate Wernicke bookcase.
1 Tucker file case.
1 leather cushion.
1 Webster's Dictionary.

SENATOR FRAZIER, ROOM 8 AND ANTEROOM, MALTBY BUILDING.

2 carpets.
1 clock.
3 linen curtains.
1 revolving bookcase.
1 small marble-top table.
1 Welsbach droplight.
1 leather lounge.
1 revolving leather-seat chair.
1 Brooks file case.
1 dictionary stand.
1 washstand and toilet set.
3 caucus chairs.
1 flat-top desk.
1 roller-top desk.
2 cuspidors.
1 silver-plated pitcher.
1 8-drawer flat-top cabinet.
2 revolving cane-seated chairs.
1 hatrack.
1 oak bookcase.
1 leather armchair.
1 No. 2 Smith Premier typewriter, No. 104512, and cover.
1 No. 2 Smith Premier typewriter, No. 86806, and cover.

SENATOR GUGGENHEIM, SENATE TERRACE, ROOM 3.

1 carpet.
2 linen curtains.
1 revolving bookcase.
1 roll-top desk.
1 leather couch.
1 committee table.
4 revolving cane-seat chairs.
1 8-drawer roller-top typewriter cabinet.
1 Standard Dictionary and stand.
1 hatrack.
2 cuspidors.
1 water cooler.
1 Wernicke file case.
2 5-crate Wernicke bookcases.

SENATOR GUGGENHEIM, SENATE TERRACE, ROOM 3—Continued.

1 15-crate Wernicke bookcase.
2 Pullman ventilators.
2 caucus chairs.
1 No. 6 Remington typewriter, No. 101602.
1 clock.
1 oak typewriter table.
2 revolving oak chairs.
1 typewriter cover.
1 No. 6 Remington typewriter, No. 62180, and 8-drawer roller-top cabinet.

SENATOR LATIMER, ROOM 5, MALTBY BUILDING.

1 hatrack.
3 revolving chairs.
1 roller-top desk.
1 leather lounge.
1 revolving bookcase.
1 clock.
1 silver pitcher.
3 linen curtains.
1 carpet.
1 cuspidor.
1 small marble-top table.
2 cane-seat chairs.
1 No. 6 Remington typewriter, No. 79643.
1 No. 4 Densmore typewriter, No. 14541, and cover.
2 caucus chairs.
1 leather armchair.
1 8-drawer roller-top typewriter cabinet.
1 No. 2 Smith Premier typewriter, No. 87185, and cover.

SENATOR McCREARY, SENATE TERRACE, ROOM 1.

1 carpet.
1 clock.
2 linen curtains.
1 revolving bookcase.
3 roller-top desks.
1 Japanese screen.
1 committee table.
6 caucus chairs.
2 revolving chairs.
1 leather couch.
1 hatrack.
1 blacking commode.
2 cuspidors.
1 silver-plated pitcher and tray.
1 set Century Dictionary, 6 volumes.
1 set portieres and fixtures.
1 typewriter support.
2 Pullman ventilators.
1 revolving oak chair.
1 typewriter stand.
1 oak typewriter table.
1 No. 2 Smith Premier typewriter, No. 103513, and cover.

SENATOR McLAURIN, ROOMS 29, 31, AND 33, MALTBY BUILDING.

3 carpets.
2 roller-top desks.
1 small marble-top table.
1 letterpress and stand.
1 hatrack.
4 cuspidors.
6 linen curtains.
1 revolving leather-seat chair.
3 caucus chairs.
1 clock.
1 8-drawer flat-top typewriter cabinet.
1 leather couch.
2 revolving cane-seat chairs.
1 wardrobe.
1 silver-plated pitcher and tray.
1 Welsbach droplight and standard.
1 No. 7 Remington typewriter, No. 153287.
1 Webster's Dictionary and stand.
1 flat-top desk.
1 Ohmer file case.
1 No. 6 Remington typewriter, No. 129915, and cover.
1 10-crate Wernicke bookcase.
1 oak table.
2 cane-seat oak chairs.
1 5-crate Wernicke bookcase.
2 leather cushions.
1 leather rocker.
1 walnut bookcase.
1 8-drawer roller-top typewriter cabinet.

SENATOR MALLORY, ROOM 56, MALTBY BUILDING.

1 carpet.
3 linen curtains.
1 caucus chair.
1 clock.
2 roller-top desks.
1 small marble-top table.
1 Welsbach droplight.
1 revolving bookcase.
1 typewriter stand.
1 revolving cane-seat chair.
1 hatrack.
1 Bailey letterpress and stand.
1 Webster's Dictionary and stand.
2 revolving oak chairs.
1 leather rocker.
1 10-crate Wernicke bookcase.
1 leather couch.
1 8-drawer flat-top typewriter cabinet.
1 No. 2 Smith Premier typewriter, No. 49003.
1 No. 1 L. C. Smith & Bros. typewriter, No. 1208, and rubber cover.
1 silver-plated pitcher and tray.

SENATOR MONEY, ROOMS 69 AND 71, MALTBY BUILDING.

2 carpets.
4 linen curtains.
3 revolving office chairs.
3 roller-top desks.
1 clock.
1 6-foot table.
2 leather chairs.
1 8-drawer flat-top typewriter cabinet.
2 cuspidors.
1 silver pitcher and tray.
1 bookcase.
1 leather couch.
1 5-crate Wernicke bookcase.
2 small marble-top tables.
2 hatracks.
1 mahogany desk.
1 oak washstand.
1 Wernicke file case.
1 4-drawer flat-top typewriter cabinet.
3 caucus chairs.
1 4-foot table.
1 revolving bookcase.
1 No. 2 Smith Premier typewriter, No. 106030.
1 Globe letter-file case.
1 8-drawer roller-top typewriter cabinet.

SENATOR NEWLANDS, SUBBASEMENT, OLD BUILDING.

1 carpet.
1 clock.
1 revolving bookcase.
1 revolving oak chair.
1 rosewood table.
1 linen curtain.
1 roller-top desk.
2 cuspidors.
1 mirror.
1 leather lounge.
1 leather chair cushion.
1 silver-plated tray.
1 Japanese screen.
1 8-drawer flat-top typewriter cabinet.
1 set Century Dictionary (7 volumes).
1 revolving leather seat and back chair.
1 library ladder.
1 No. 6 Remington typewriter, No. 117607. and cover.
1 12-crate Wernicke bookcase.
1 wood basket.
1 2-drawer card-index case.
1 leather rocker.
1 vertical file case.
1 fire set.
1 silk screen.
1 spark screen.
2 mahogany and leather chairs.
1 No. 6 Remington typewriter, No. 102286, and 8-drawer roller-top cabinet.
1 Pullman ventilator.

SENATOR OVERMAN, ROOMS 3 AND 4, MALTBY BUILDING.

2 carpets.
1 clock.
5 linen curtains.
1 6-foot table.
1 sleepy hollow leather chair.
1 revolving leather-seat chair.
3 cuspidors.
1 silver-plated pitcher and tray.
1 small marble-top table.
2 hatracks.
4 roller-top desks.
5 Welsbach droplights.
5 revolving oak chairs.
2 8-drawer roller-top typewriter cabinets.
1 Bailey letterpress and stand.
1 leather couch.
1 8-drawer flat-top typewriter cabinet.
1 Webster's Dictionary and stand.
1 revolving cane-seat chair.
1 walnut file case.
1 willow armchair.
1 4-drawer typewriter stand.
1 10-crate Wernicke bookcase.
2 caucus chairs.
1 No. 6 Remington typewriter, No. 82867, and cover.
1 No. 6 Remington typewriter, No. 6/117608, and cover.
1 oak armchair.
1 leather and oak armchair.
1 typewriter cover.

SENATOR PAYNTER, ROOMS 12, 14, AND 16, MALTBY BUILDING.

3 linen curtains.
3 carpets.
3 caucus chairs.
2 cane-seat chairs.
1 roll-top desk.
1 marble-top table.
1 hatrack.
2 cuspidors.
1 clock.
1 Welsbach droplight.
1 revolving oak chair.
1 revolving typewriter chair.
1 Bailey letterpress and stand.
1 8-drawer roller-top typewriter cabinet.
1 silver pitcher and tray.
1 leather chair.
1 4-drawer vertical file case.
1 revolving bookcase.
1 4-foot table.
1 No. 6 Remington typewriter, No. 142695, rubber cover, and oak typewriter table.

SENATOR RAYNER, SENATE TERRACE, ROOM 9.

1 carpet.
1 clock.
2 linen curtains.
1 bookcase.
1 roller-top oak desk.
3 cuspidors.
1 willow rocker.
1 hatrack.
1 revolving bookcase.
1 committee table (extension).
2 revolving cane-seat chairs.
1 Standard Dictionary (2 volumes) and stand.
1 Yawman & Erbe file case.
2 Pullman ventilators.
1 water cooler.
3 caucus chairs.
4 leather armchairs.
1 oak typewriter table.
1 No. 2 Hammond Ideal typewriter, No. 72579, and cover.

SENATOR SIMMONS, ROOMS 1 AND 2, MALTBY BUILDING.

2 carpets.
1 clock.
7 curtains.
1 revolving bookcase.
2 revolving cane-seat chairs.
1 No. 6 Remington typewriter, No. 143169, and cover.
1 small marble-top table.
1 hatrack.
1 wardrobe.
2 cuspidors.
1 silver-plated pitcher.
1 roller-top desk.
1 oak washstand.
1 walnut bookcase.
1 leather couch.
1 oak extension table.
2 willow armchairs.
1 Tucker file case.
1 Bailey letterpress and stand.
1 oak bookcase.
1 8-drawer roller-top typewriter cabinet.
2 revolving oak chairs.
1 4-drawer flat-top typewriter cabinet.
1 caucus chair.
1 leather rocker.
1 No. 6 Remington typewriter, No. 84679, and cover.
1 Webster's Dictionary and stand.

SENATOR STONE, ROOMS 13, 15, AND 17, MALTBY BUILDING.

3 carpets.
1 roller-top desk.
1 6-foot table.
1 small marble-top table.
1 silver-plated pitcher and tray.
1 Bailey letterpress and stand.
5 caucus chairs.
2 hatracks.
3 cuspidors.
2 leather chairs.
1 clock.
1 revolving leather-seat oak chair.
3 Welsbach droplights.
5 revolving oak chairs.
1 Standard Dictionary and stand.
1 8-drawer flat-top typewriter cabinet.
6 window shades.
1 walnut bookcase.
1 6-drawer card-index case.
1 leather couch.
1 oak bookcase.
1 flat-top desk.
1 8-drawer roller-top typewriter cabinet.
1 Ohmer file case.
1 walnut file case.
1 No. 3 Oliver typewriter, No. 57026, and cover.
1 No. 6 Remington typewriter, No. 137486, and cover.

SENATOR TALIAFERRO, ROOMS 60 AND 61, MALTBY BUILDING.

2 carpets.
1 revolving bookcase.
1 cuspidor.
1 Japanese screen.
1 silver-plated pitcher and tray.
1 caucus chair.
1 oak washstand.
1 Wernicke file case.
1 revolving mahogany chair.
1 leather couch.
2 Welsbach droplights and standards.
1 Standard Dictionary and stand.
2 hatracks.
1 6-foot table.
2 revolving cane-seat chairs.
1 revolving oak chair.
4 linen curtains.
1 roller-top desk.
1 small marble-top table.
1 clock.
1 No. 4 Densmore typewriter, No. 36011, and 8-drawer flat-top cabinet.
1 10-crate Wernicke bookcase.
1 leather chair.
1 No. 4 Densmore typewriter, No. 40048, and cover.
1 8-drawer flat-top typewriter cabinet.
1 revolving typewriter chair.

SENATOR TAYLOR, ROOM 62 AND ANTEROOM, MALTBY BUILDING.

1 revolving chair.
3 linen curtains.
2 roller-top desks.
2 carpets.
1 hatrack.
2 cuspidors.
1 caucus chair.
2 leather chairs.
1 silver-plated pitcher and tray.
1 clock.
1 thermometer.
1 leather couch.
2 revolving typewriter chairs.
1 Welsbach droplight.
1 Bailey letterpress and stand.
1 No. 2 Smith Premier typewriter, No. 123166, and cover.

SENATOR WHYTE, ROOM 15, SENATE TERRACE.

1 carpet.
2 linen curtains.
1 small table.
2 cuspidors.
1 clock.
1 leather couch.
1 hatrack.
1 stepladder.
1 roll-top desk.
1 5-crate Wernicke bookcase.
3 leather armchairs.
1 silver-plated pitcher.
1 No. 6 Remington typewriter, No. 156316, and 8-drawer flat-top cabinet.
1 leather rocker.
2 revolving oak chairs.
1 leather screen.
1 oak bookcase.
1 cane-seat oak chair.
1 rubber typewriter cover.

ASSISTANT DOORKEEPER, ROOM 78, MALTBY BUILDING.

1 carpet.
1 linen curtain.
1 revolving bookcase.
1 leather chair.
1 No. 6 Remington typewriter, No. 38515.
1 card-index tray.
1 revolving cane-seat chair.

CLOAKROOMS.

2 sets portières and fixtures.
4 mirrors.
8 willow armchairs.
2 portable mirrors.
1 wood box.
1 3-foot stepladder.
2 leather-seated chairs.
2 clocks.
2 water coolers.
3 cuspidors.
1 bamboo screen.
2 Standard Dictionaries.
2 small bookshelves.
2 carpet rugs.
1 easel.
10 couch pillows.
2 spark screens.
2 water trays.
2 flat-top desks.
3 caucus chairs.
2 sets shovels and tongs.
2 fenders.
1 Worcester's Dictionary.
1 Webster's Dictionary.
10 leather lounges.
2 willow rockers.
6 prairie-grass rockers.
1 leather chair.

ENGINEER'S DEPARTMENT, BASEMENT, MALTBY BUILDING.

3 Stilson wrenches.
3 saws.
2 shovels.
13 bits.
1 rule.
2 mirrors.
1 soldering furnace.
1 pipe cutter.
2 sets wrenches.
1 breast drill.
1 Keystone ratchet.
1 set bolt taps and dies.
1 set oil cans.
1 blacking commode.
1 pair calipers.
1 hatchet.
1 tapeline.
2 sets fire tools.
1 hammer.
4 monkey wrenches.
1 square.
2 wheelbarrows.
1 brace.
1 water cooler.
1 pair gas pliers.
1 grindstone.
2 cuspidors.
1 screw-driver.
1 saw-set.
1 pair dividers.
2 lanterns.
1 nail puller.
1 force pump.
1 hack saw.
1 box truck.
1 vise.
1 pickax.
2 sets pipe stocks and dies.

ENGINEER'S DEPARTMENT, BASEMENT, MALTBY BUILDING—Continued.

1 hand drill press.
2 pair chain tongs.
1 buck saw and buck.
1 flue cleaner.
1 set adjustable pipe dies.
1 2-ton block.
1 set wood chisels.
1 set cold chisels.
4 stepladders.
1 carpet.
1 compression cup.
1 roller-top desk.
2 wardrobes.
1 socket wrench.
1 pair wire pliers.
1 engine clock.
1 set pipe taps.
2 oil tanks.
1 leather couch.
1 small table.
1 letterpress stand.
1 lawn mower.
1 2-wheel truck.
1 Webster's Dictionary and stand.
2 revolving chairs.
1 carpenter's bench.
3 pairs hand screws.
4 iron clamps.
1 gas stove.
1 caucus chair.
1 thermometer.
1 oak bookcase.
2 leather armchairs.
11 ash cans.

ENGINEER DEPARTMENT, SUBBASEMENT.

3 clocks.
4 tables.
5 lounges.
3 wardrobes.
14 old chairs.
4 mirrors.
2 flat-top desks.
1 key case.
1 drawing case.
2 hygrophants.
10 whitewash brushes.
2 hatracks.
6 large cuspidors and mats.
3 quires emery cloth.
1 buck saw and horse.
2 carpets.
1 grindstone.
1 Webster's Dictionary.
1 formaldehyde generator.
1 toilet set.
6 scoops.
6 oil cans.
3 revolving leather chairs.
1 hot-water urn.
1 coffee urn.
2 handsaws.
1 set auger bits.
1 bookcase.
1 set firmer chisels.
1 foot lathe.
1 truck.
7 steel ash barrows.
4 steel coal carts.
10 lanterns.
2½ casks Eagle powder.
1 bale cotton waste.
50 pounds petroleum jelly.
1 stool.
96 ash pails.
2 small trucks.
4 revolving oak chairs.
1 Wooten desk.
1 blacking commode.
1 No. 6 Remington typewriter, No. 39104, and 8-drawer roller-top cabinet.
1 rug.
1 roller-top desk.
1 Howe scale.
1 water cooler.
1 brass fender.
1 safe.
1 old oil stove.

FURNITURE STOREROOMS.

216 caucus chairs.
6 revolving bookcases.
4 revolving chairs.
1 extension table.
1 6-foot table.
33 revolving oak chairs.
2 hatracks.
5 small marble-top tables.
5 gilt cornices.
1 pole hatrack.
1 blacking commode.
1 set shelves.
1 letter file.
1 oak bookcase.
6 Bailey letterpresses and stands.
1 closet.
1 Wernicke card-index unit.
1 file case.
2 roller-top desks.
1 Wernicke bookcase base.
1 roll-front pigeonhole case.
4 leather screens.
1 oak armchair.
1 oak table.
3 8-drawer flat-top typewriter cabinets.
2 Pullman ventilators.
32 old caucus chairs.
2 library ladders.
1 8-drawer roll-top typewriter cabinet.
2 Wernicke file-case units.
1 5-crate Wernicke bookcase.

JANITOR'S ROOM.

1 clock.
3 large bookcases for stores.
2 closets.
2 blacking commodes.
1 ice box.
3 cuspidors.
1 key rack.
4 box trucks.
1 ice hatchet.
8 stepladders.
10 caucus chairs.
1,327 towels.
1 mirror.
1 towel hamper.
2 Pasteur filters.
3 storage tanks.
1 paper holder.
2 2-wheel trucks.
1 oil stove.
2 revolving oak chairs.
2 water coolers.
1 tool chest.
2 flat-top trucks.
1 wicker basket.
1 ax.
3 pairs andirons.
2 roller-top desks.
1 small table.
1 hatrack.
1 wooden wheelbarrow.
1 water-cooler stand.
2 truck pans.
2 leather sofas.
1 silver-plated pitcher.
1 rubber apron.
3 revolving chairs.
1 carpet sweeper.
1 piece Senate chamber carpet.
1 strip carpet.
1 carpet.
1 toilet cabinet.
2 small flat-top trucks.
1 cocoa mat.

LABORERS' ROOM, BASEMENT, ROOM 6, MALTBY BUILDING.

1 6-foot table.
3 old revolving chairs.
1 old couch.
2 cuspidors.
2 caucus chairs.
1 mirror.
2 blacking commodes.

LADIES' RETIRING ROOM, BASEMENT.

1 marble-top table.
2 caucus chairs.
1 mirror.
1 clock.
1 water cooler.
1 umbrella stand.
1 mahogany desk and closet.
1 pole hatrack.
1 leather rocker.
1 rug.

LADIES' ROOM, GALLERY FLOOR, NORTH SIDE.

1 clock.
1 small round table.
2 rocking-chairs.
1 carpet rug.
1 mirror.
1 pair lace curtains.
1 pair linen curtains.
3 easy chairs.
1 small gilt chair.
1 caucus chair.
1 silver-plated pitcher and tray.
1 swinging mirror.
1 velour fire screen.
1 oak table.
1 leather couch.
3 rugs.
1 hatrack.
2 stools.

LOFT, BASEMENT, HALLS, BATHROOMS, AND ELEVATOR, MALTBY BUILDING.

1 clock.
10 cuspidors.
9 shades.
1 ice box.
8 Perfecto fire extinguishers.
7 caucus chairs.
1 wardrobe.
1 revolving cane-seat chair.
1 Crystal filter.
5 revolving oak chairs.
1 rubber mat.
1 thermometer.
2 8-drawer roller-top typewriter cabinets.
2 cane-seat oak chairs.
4 Bailey letterpresses and stands.
3 revolving bookcases.
2 typewriter covers.
2 mirrors.
1 ice cooler.
2 hose reels and hose.
1 newspaper rack.
1 Wernicke bookcase unit.
2 revolving leather-seat chairs.
1 dictionary stand.
1 hatrack.
3 Underwriter's fire extinguishers.
2 roller-top mahogany desks.
1 set pigeonholes.
2 willow armchairs.
2 leather couches.
1 gas radiator.
1 revolving typewriter chair.
1 leatherette screen.
1 Wernicke file case.
1 5-foot table.
1 leather chair.

LOWER BATHROOM.

1 clock.
7 caucus chairs.
3 barber chairs.
1 clotheshorse.
6 mirrors.
4 cuspidors.
1 thermometer.
1 table.
1 water cooler.
1 stand for bottles.
1 cup case.
1 carpet.
6 bath rugs.

OFFICE, MALTBY BUILDING.

1 carpet rug.
1 key rack.
4 revolving chairs.
1 6-foot table.
1 caucus chair.
1 set pigeonholes.
1 stove.
1 pair of scales.
1 roller-top desk.

MARBLE ROOM.

1 clock.
1 table.
2 leather-covered sofas.
1 bronze urn.
5 linen curtains.
1 mahogany chair.
10 leather-covered chairs, stuffed.
1 spark screen.
1 bronze statue of Lincoln.
2 cuspidors.
1 thermometer.

OFFICIAL REPORTERS' ROOM, SENATE FLOOR, SOUTHEAST CORNER.

1 carpet rug.
3 linen curtains.
2 large tables.
1 small pine table.
1 2-gallon water cooler.
5 phonographs and stands.
1 phonograph shaving machine.
2 revolving oak chairs.
2 mahogany tables.
2 revolving chairs.
4 No. 6 Remington typewriters, Nos. 81506, 82970, 129455, and 131504.
2 leather-seat chairs.
2 cane-seat chairs.
1 small mirror.
1 umbrella stand.
1 Standard Dictionary, 2 volumes.
18 caucus chairs.
5 cuspidors.
2 stepladders.
1 clock.
3 flat-top desks.
1 Century Atlas.
1 Century Cyclopedia of Names.
1 blacking commode.
1 old Webster's Dictionary.
1 Japanese screen.
1 oak table.
2 Pullman ventilators.
2 No. 4 Densmore typewriters, Nos. 31632 and 31690.
1 4-drawer flat-top typewriter cabinet.
6 typewriter stands.
1 graphophone and cabinet.
2 rubber typewriter covers.

OLD FURNITURE STOREROOMS.

1 No. 6 Remington typewriter, No. 46014.
1 No. 5 Densmore typewriter, No. 24499, rubber and metal covers.
1 No. 5 Densmore typewriter, No. 35563. rubber and metal covers.
13 revolving bookcases.
14 Welsbach droplights.
4 committee tables.
7 leatherette screens.
18 typewriter covers.
2 cabinets.
13 oak typewriter tables.
26 roller-top desks.
4 packing boxes.
2 cylinder-top desks.
13 tables.
3 typewriter stands.
26 caucus chairs.
1 desk.
3 flat-top typewriter cabinets.
1 water cooler.
8 pictures.
1 chair.
4 cane-seat mahogany chairs.
1 pair andirons.
1 No. 6 Remington typewriter, No. 19448, cover, and stand.
3 extension tables.
1 Wernicke bookcase unit.
1 Wernicke bookcase top.
1 Wernicke letter-file unit.
1 No. 6 Remington typewriter, No. 19605, cover, and oak table.
1 set corduroy cushions.
4 wardrobes.
1 leather lounge.
1 letterpress stand.
1 Wooten desk.
7 thermometers.
2 willow armchairs.

OLD FURNITURE STOREROOMS—Continued.

6 droplights.
4 sets shelves.
2 card-index trays.
1 stationery case.
2 toilet cabinets.
2 spark screens.
4 sofa pillows.
2 velour couches.
2 pairs white blankets.
1 lantern.
1 No. 6 Remington typewriter, No. 20525, and cover.
1 revolving stool.
23 revolving oak chairs.
15 revolving leather-seat chairs.
12 revolving cane-seat chairs.
13 revolving mahogany chairs.
1 leather sofa.
1 leather typewriter cover.
5 blanket robes.
1 gas range.
1 closet.
1 typewriter swing.
1 brass coal hod.
1 No. 6 Remington typewirter, No. 57544.
1 Standard Dictionary, 2 volumes.
3 copyholders.
1 electric droplight.
2 5-crate Wernicke bookcases.
3 4-drawer typewriter stands.
4 mahogany tables.
1 letterpress.
9 electric fans.
1 file case.
2 table covers.
1 set shovel and tongs.
1 Underwood typewriter, No. 5816, and cover.
2 Japanese screens.
1 fender.
1 mirror.
1 washstand.
2 cane-seat armchairs.
5 leather armchairs.
3 bookcases.
9 flat-top desks.
3 4-crate Wernicke bookcases.
1 reclining chair.
10 cuspidors.
5 leather rockers.
1 cloth screen.
2 Bailey letterpresses.
1 Edison mimeograph, No. 2495, and cover.
9 typewriter chairs.
1 letterpress and stand.
4 curtains, with poles.
4 pine boards.
5 12-foot United States flags.
2 16-foot United States flags.
2 roller-top typewriter cabinets.
1 Bailey letterpress and stand.
4 rugs.
11 damask curtains.
6 willow rockers.
1 willow couch.
3 hatracks.
1 No. 6 Remington typewriter, No. 19293, and rubber cover.
1 No. 2 Smith Premier typewriter, No. 15250, and cover.
1 No. 6 Remington typewriter, No. 122159, and cover.
1 No. 6 Remington typewriter, No. 117934, cover, and oak table.
1 No. 6 Remington typewriter, No. 82845, and rubber cover.
1 No. 6 Remington typewriter, No. 84102.
1 No. 6 Remington typewriter, No. 117605, and rubber cover.
1 No. 6 Remington typewriter, No. 98966, and cover.
1 No. 4 Underwood typewriter, No. 10163, cover, and table.
1 No. 6 Remington typewriter, No. 29618, and cover.
1 No. 1 Smith Premier typewriter, No. 32835, and cover.
1 rubber typewriter cover.
1 Wernicke file case top.
1 vertical file case.
5 leather settees.
5 revolving chairs.
1 small marble-top table.
3 mahogany desks.
1 No. 6 Remington typewriter, No. 98138, and rubber cover.
1 No. 2 Smith Premier typewriter, No. 72609.
2 6-foot tables.
1 No. 4 Underwood typewriter, No. 6901.
1 No. 6 Remington typewriter, No. 28621, cover, and 4-drawer stand.

PAGES' ROOM, SENATE BASEMENT.

3 blacking commodes.
1 marble-top table.
7 caucus chairs.
1 hatrack.
1 water cooler.

POLICE HEADQUARTERS.

1 carpet.
1 clock.
1 oak table.
3 revolving chairs.
4 cuspidors.
1 cocoa mat.
1 water cooler.
1 washstand.
1 revolving mahogany chair.
1 leather lounge.

POLICE HEADQUARTERS—Continued.

1 hat pole.
1 bookcase.
1 rogues' gallery cabinet.
1 No. 2 Smith Premier typewriter, No. 121709, cover, and stand.
1 lounge pillow.
1 Bailey letterpress and stand.
1 velour screen.
1 hatrack.
2 small marble-top tables.
1 stepladder.
1 leather cushion.
4 roller-top desks.
4 caucus chairs.
1 toilet set.
1 Webster's Dictionary.

PRESIDENT'S ROOM.

2 linen curtains.
2 gilt cornices.
5 large leather chairs.
2 cuspidors.
1 grandfather's clock.
2 pairs lace curtains.
1 carpet rug.
1 revolving mahogany chair.
1 bronze bust of McKinley.
1 silver pitcher and tray.
1 cocoa mat.
1 table.
2 leather sofas.
3 large mirrors.
2 pairs damask curtains.

PRESS GALLERY, ANTEROOM, AND TELEGRAPH GALLERY, GALLERY FLOOR, NORTH FRONT.

6 carpets.
2 pairs linen curtains.
24 cuspidors.
3 fenders.
6 mirrors.
29 caucus chairs.
1 large leather rocker.
1 marble-top table.
1 telephone booth.
3 clocks.
1 bookcase.
5 leather lounges.
1 asbestos fire screen.
1 Webster's Dictionary.
2 sets shovels and tongs.
3 spark screens.
2 water coolers.
2 wood boxes.
1 umbrella stand.
8 revolving cane-seat chairs.
5 large leather armchairs.
2 leather cushions.
18 revolving oak chairs.
1 oak committee table.
6 stationery cases.
1 roller-top desk.
5 leather window seats.

RECEPTION ROOM.

2 linen curtains.
1 revolving chair.
2 cornices.
1 clock.
2 leather screens.
1 cocoa mat.
1 Pullman ventilator.
4 cuspidors.
1 mirror.
8 Flemish oak benches.
1 Flemish oak armchair.
1 rug.

RECEPTION ROOM, MALTBY BUILDING.

1 large table.
1 marble-top table.
5 leather chairs.
2 leather sofas.
1 carpet.
1 hatrack.
3 linen curtains.

RECORD INDEX ROOM, BASEMENT, MALTBY BUILDING.

2 large rugs.
2 flat-top desks.
2 revolving bookcases.
1 toilet set and washstand.
1 12-drawer index case.
1 walnut bookcase.
1 3-drawer index case.
2 large tables.
2 roller-top desks.
1 5-foot table.
5 revolving chairs.
1 old table desk.
4 cuspidors.
1 small table.
1 hatrack.
1 silver pitcher.
3 linen curtains.
1 clock.
2 revolving oak chairs.
1 leather cushion.
1 oak typewriter table.
1 pigeonhole case.

RESTAURANT, SENATE BASEMENT, SOUTH FRONT.

3 linen curtains.
5 refrigerators.
1 hot-water urn.
132 leather-seat chairs.
1 water cooler.
1 coffee urn.
2 marble-top buffets.
1 leather armchair.
2 large oak tables.
25 oak tables.
1 roller-top desk.
3 caucus chairs.
2 clocks.
3 pairs lace curtains
1 marble-top table.
1 tea urn.
2 carpets.
2 Pullman ventilators.
3 revolving chairs.
17 panel hatracks.
6 cuspidors.
2 mirrors.
1 china umbrella stand.
1 carpet sweeper.
1 stepladder.
1 revolving oak chair.
2 cane-seat chairs.
1 leather-seat chair.

SENATE CARPENTER SHOP.

Sundry carpenter tools.
22 small boxes.
1 lot upholstery hardware.
1 large bookcase.
2 toilet brackets.
1 clock.
2 wardrobes.
6 stepladders.
2 stools.
2 formaldehyde generators.
1 grindstone.
3 carpenter benches.
2 wall hatracks.
6 caucus chairs (old).
1 Universal wood trimmer.
1 electric stove.
1 mirror.
2 revolving chairs.
1 mahogany table.
3 mahogany bookshelves.
1 small table.
15 redwood boxes.
1 hair picker.
1 fender.
1 Wernicke bookcase unit.
1 hall bench.
1 blacking commode.
1 set drawing instruments.
1 key machine.
1 roller-top mahogany desk.
1 revolving mahogany chair.

SENATE CHAMBER.

2 clocks.
92 Senator's desks.
9 mahogany revolving chairs.
2 leather-backed revolving mahogany chairs.
91 Senator's chairs.
6 leather sofas.
2 carpet sweepers.
6 leather chairs.
5 leatherette screens.
4 reporter's tables.
48 cuspidors.
6 cane-seated mahogany chairs.
2 mahogany roller-top desks.
1 carpet.
1 revolving leather chair.

SENATE CORRIDORS, ELEVATORS, AND GALLERIES.

1 grandfather's clock.
4 clocks.
23 caucus chairs.
2 small tables.
24 oak revolving chairs.
4 rubber mats.
56 cuspidors.
3 revolving chairs.
2 cloth screens.
6 linen curtains.
2 leather cushions.
2 wood boxes.
11 cocoa mats.
1 Pullman ventilator.
2 mirrors.
2 pieces rubber matting.
2 rugs.
17 strips carpet.
1 leather couch.
1 stool.

SENATE COTTAGE.

1 hatrack.
3 cabinets.
2 carpets.
38 caucus chairs.
2 clocks.
1 oak table.
1 refrigerator.
1 set shovel and tongs.
2 linen door curtains.
6 cuspidors.
1 wire fender.
8 linen curtains.
5 rugs.
2 revolving oak chairs.
1 thermometer.
1 cocoa mat.

SENATE COTTAGE—Continued.

1 blacking commode.
1 Webster's Dictionary.
1 mineral-water cooler.
1 nickel-plated coffee urn, with spirit-lamp attachment.
5 stools.
1 mirror.
1 leather-seat chair.
2 pairs portieres.
1 walnut closet.
1 bed and bedding.
1 chiffonier.
1 8-drawer flat-top typewriter cabinet.
1 carpet sweeper.

SENATE ANNEX FOLDING ROOM, NEAR MALTBY BUILDING.

1 water cooler.
6 rolling stepladders.
3 freight trucks.
3 cuspidors.
1 clock.
2 bag racks.
3 revolving desk stools.
2 committee tables.
1 mirror.
4 upright ladders.
2 leather cushions.
1 roller-top desk.
2 revolving oak chairs.
1 old push cart.
3 basket trucks.
4 long tables.
2 book racks.
2 revolving chairs.
3 sets pigeonholes.
1 basket.
2 wardrobes.
3 upright desks.
36 folding-room stools.
1 stepladder.
4 linen curtains.
1 No. 6 Remington typewriter, No. 58277, and cover.
1 thermometer.
1 iron push cart.
3 rugs.
2 Underwriter's fire extinguishers.
1 caucus chair.
1 Webster's Dictionary.

SENATE LOBBY.

2 cuspidors.
1 carpet.
3 revolving mahogany chairs.

SENATE POST-OFFICE AND TELEGRAPH OFFICE, BASEMENT FLOOR, EAST.

1 clock.
3 tables.
1 file case.
1 wood box.
1 spark screen.
1 blacking commode.
1 small mirror and shelf.
5 caucus chairs.
3 revolving chairs.
1 string holder.
1 water cooler.
3 cuspidors.
1 iron sale.
2 leather mail pouches.
1 Bradley stencil cutter.
1 carpet rug.
1 fire set.
2 flat-top desks.
3 scales.
1 lot telegraph instruments.
1 No. 6 Remington typewriter, No. 32202, rubber cover, and oak table.
4 mail baskets.
1 4-drawer card-index case.
1 velour fire screen.
1 Irvington bicycle.
1 revolving oak chair.
2 rugs.
1 No. 6 Remington typewriter, No. 37634, and cover.
1 rubber typewriter cover.

SENATE RETIRING ROOM, SENATE FLOOR, NORTH FRONT.

1 clock.
1 linen curtain.
1 blacking chair.
1 small rug.
1 mirror.
1 nickel-plated water cooler.
1 alcohol lamp.
1 silver tray.
4 cuspidors.
2 caucus chairs.
1 thermometer.
1 hot-water urn.
1 electric stove.

SENATE STABLES.

8 horses.
2 saddles.
1 set double harness.
7 sets single harness (old).
3 single mail wagons.
5 lap robes.
1 2-horse wagon.
1 wagon jack.
6 halters.
1 bridle.

SENATE STABLES—Continued.

7 rubber blankets.
7 blankets.
2 parcel wagons.
1 water cooler.
1 horse clipper.
2 blacking commodes.
1 small table.
1 hatrack.
1 cylinder desk.
1 lounge.
1 wardrobe.
1 bookcase.
1 old revolving chair.
2 feed cutters.
6 hitching weights and straps.
1 rivet set.
1 folding bed.
1 clock.
50 feet rubber hose.
3 whips.
3 rubber lap aprons.
3 manure forks.
2 stoves.
1 stepladder.
2 standing-top phaetons.
1 coupé rockaway.
1 wooden chair.
2 armchairs.
1 walnut table.
1 caucus chair.
4 linen curtains.
2 sets single harness.

SENATE WAREHOUSE, FIRST AND B STREETS SW.

16 pine speech-folding tables.
2 stoves.
3 basket trucks.
16 Myer chemical fire pails.
9 stepladders.
1 blacking commode.
1 gas radiator.
1 pine wardrobe.
2 cuspidors.
13 folding-room stools.
1 map rack.
1 clock.
2 mirrors.
1 water cooler.
1 set pigeonholes.
2 iron book trucks.
1 cylinder-top desk.
3 oak wardrobes.
7 underwriters' fire extinguishers.
1 revolving cane-seat chair.
1 5-foot table.

SENATORS' BARBER SHOP, BASEMENT, OLD BUILDING.

1 clock.
1 cloth-covered table.
4 caucus chairs.
4 mirrors.
1 cup case.
2 pairs white blankets.
1 vapor bath and attachments.
3 leather armchairs.
1 leather bag.
7 bath rugs.
1 leather-seat chair.
2 mahogany linen closets.
1 mahogany wardrobe.
1 carpet rug.
1 carpet sweeper.
3 sets silver-plated bottles and stands.
1 static electric machine.
5 rugs.
16 barbers' duck coats.
345 towels.
2 thermometers.
3 pairs clippers.
1 3-gallon water cooler and stand.
2 water thermometers.
1 linen curtain.
3 marble-top tables.
3 barber chairs.
1 revolving stool.
4 cuspidors.
2 hand glasses.
2 rubber aprons.
101 bath towels.
3 bottles.
1 pillow.
7 sheets.
1 umbrella stand.
12 linen covers.
1 towel hamper.
1 Barker vibrator.
1 Pullman ventilator.

SERGEANT-AT-ARMS' OFFICE, SENATE FLOOR, NORTHEAST CORNER.

4 linen curtains.
4 cuspidors.
1 key case.
1 letter scale.
3 revolving mahogany chairs.
1 Rand-McNally Atlas (2 volumes).
1 spark screen.
1 thermometer.
1 safe.
1 standing desk.
1 No. 6 Remington typewriter, No. 92853, and rubber cover.
1 clock.
1 set shovel, tongs, and stand.
1 umbrella stand.
5 roller-top desks.
1 typewriter support.
1 pair portieres and fixtures.
1 Standard Dictionary and stand.
1 4-drawer card index case.
1 wood box.
1 glass screen.
1 portrait of Joseph Henry.
1 3-gallon water cooler.
1 leather sofa.
1 fender.

SERGEANT-AT-ARMS' OFFICE, SENATE FLOOR, NORTHEAST CORNER—Continued.

1 leather armchair.
1 leather-seat armchair.
4 pairs silk sash curtains.
1 No. 3 Underwood typewriter, No. 8741, and rubber cover.
1 typewriter table.
1 adding machine and stand.
1 mahogany cane-seat chair.
2 small cabinets.
1 mahogany stand.
1 revolving cane-seat chair.
2 vertical file cases.
1 telephone holder.
2 revolving leather and mahogany chairs.
1 stepladder.
1 chronometer.
1 carpet.

SERGEANT-AT-ARMS' STORES.

2 long-handle clothes brushes.
6 boxes patent-leather paste.
3 boxes "Blackola."
48 bottles cologne.
28 dozen cakes Colgate's soap.
4 soap dishes.
39 brush holders.
7 ice picks.
16 boxes wax tapers.
5 papers 14-ounce tacks.
1 lemon squeezer, large.
6 stable brooms.
11 blacking brushes.
21 daubers.
1 bottle Dollard's tonic.
68 clothes brushes.
1 case Ivory soap.
5 bottles "Elite" shoe polish.
1 formaldehyde generator.
17 12-inch feather dusters.
44 dozen cakes Rieger's glycerin soap.
1 kip chamois skin.
22 combs.
35 bottles silver polish.
1 bottle vaseline.
2 bottles Red Dragon seltzer.
28 whisk brooms.
10 gallons bay rum.
32 fiber buckets.
10 cases Brooks's Crystal soap.
1 gallon alcohol.
5 gallons witch-hazel.
12 bags sea salt.
1 washbowl.
1 box small candles.
2 suit cases.
1 tin bucket.
1 blacking commode.
3 typewriter covers.
9 bath sponges.
74 dozen towels.
5 boxes rat salt.
1 tin box.
3 mineral-water coolers.
7 Pullman ventilators.
4 cases castile soap, large.
8 boxes floured soap.
12 boxes electro-silicon.
4 brass doorplates.
10 gas lighters.
60 cakes Disinfectine soap.
2 dustpans.
1 case scouring soap.
25 corn brooms.
1 Elliott & Hatch book typewriter, No. 2925, and oak table.
2 water coolers.
4 cups.
7 bottles pond lily.
10 dust brushes.
1 poker.
1 slop bowl.
1 toilet cabinet.
1 case kilmite.
1 lot indexes.
36 cakes Coudray's violet soap.
24 cakes Coudray's white rose soap.
120 cakes Coudray's lettuce soap.
24 cakes Coudray's jockey club soap.
24 cakes Coudray's glycerin soap.
72 cakes hygienic soap, large.
2 air cushions.
4 silver-plated trays.
2 cans insect powder.
1 coal hod.
32 hairbrushes.
3 nailbrushes.
36 cakes hygienic soap, perfumed.
14 bottles Pinaud's tonic.
15 galvanized-iron buckets.
7 handles.
7 cans concentrated lye.
19 cans brass polish.
18 bottles Boston shoe polish.
2 cut-glass tumblers.
36 cakes Lubin's soap.
65 funeral regalias.
79 cuspidors.
1 box rubber stoppers.
42 small glasses.
8 bottles roach paste.
1 rug.
2 trunks.
4 silver-polishing brushes.
10 bath brushes.
9 floor sweeps.
19 floor scrub brushes.
9 hand scrub brushes.
64 glasses.
32 fiber mats.
3 lemonade bowls.
129 boxes Robacker's disinfectant.
6 cases Babbitt's soap.
1 hatchet.
1 stepladder.
1 funnel.
1 ½-gallon copper measure.
1 No. 6 Remington typewriter, No. 123021, and rubber cover.
1 strip carpet.
1 Elliott & Hatch book typewriter, No. 2760, and table.

SERGEANT-AT-ARMS' STORES.—Continued.

1 pair andirons.
1 6-drawer card-index case.
1 No. 2 Smith Premier typewriter, No. 75288, and cover.
9 boxes "Shinola."
7 mouse traps.
1 pound snuff.
5 bottles Newbro's Herpicide.
4 pounds camphor.
8 filter brushes.
12 cakes Cuticura soap.
1 pair bellows.
1 bottle Bromo-Seltzer.
1 pound soda-mint tablets.
4 small mirrors.
2 linen curtains.
1 No. 6 Remington typewriter, No. 81880, and rubber cover.
1 No. 2 Oliver typewriter, No. 26031, and cover.
1 No. 3 Oliver typewriter, No. 125003.
1 No. 75 Edison mimeograph, No. 2703, and cover.
½ case Hunyadi water.
1 fire set.
1 glass funnel.
4 gallons liquid soap.
10 rubber bottle stoppers.
2 12-foot United States flags.
2 16-foot United States flags.
22 boxes Elite shoe paste.
14 "Shinola" outfits.
5 rat traps.
90 electric fans.
5 electric fans, poor.

STOREROOMS 70 AND 72 MALTBY BUILDING.

114 towels.
1 wardrobe.
4 typewriter covers.
1 United States flag.
4 roller-top desks.
1 silver-plated tray.
1 typewriter swing.
1 gas radiator.
11 caucus chairs.
1 library filing cabinet.
1 silk screen.
1 1-drawer card-index case.
2 cane-seat oak chairs.
2 revolving chairs.
1 revolving bookcase.
2 small oak tables.
1 oak bookcase.
4 silver-plated pitchers.
1 4-crate Wernicke bookcase.
1 Jenkins map rack.
1 Welsbach droplight.
1 flat-top desk.

TELEPHONE ROOM.

1 pair silk sash curtains.
1 rug.
1 pole hatrack.
1 caucus chair.
1 small oak table.
1 clock.
1 leather couch.
1 pillow.
1 cuspidor.
1 linen curtain.
1 oil stove.
1 Pullman ventilator.
1 leather screen.

TERRACE STOREROOMS, NOS. 12 AND 16.

2 revolving bookcases.
1 wood box.
1 wardrobe.
2 oak tables.
2 sections of Y. & E. file case.
1 roller-top desk.
3 oak file cases.
1 8-drawer roller-top typewriter cabinet.
1 set pigeonholes and shelves.
1 6-foot table.
1 Tucker file case.
1 Wernicke document file case.
1 Wernicke file case.
1 walnut file case.
1 5-crate Wernicke bookcase.
1 7-crate Wernicke bookcase.
2 4-crate Hale bookcases.
1 set shelves.
1 hatrack.

UPHOLSTERER'S ROOM, STOREROOM 126, SUBBASEMENT.

8 old damask curtains.
1 pair new gilt cornices.
1 lot furniture covers.
5 table covers.
47 blanket robes.
4 lace curtains.
2 sofa pillows.
1 bronze water font.
1 lot old silk curtains.
1 lot mourning drapery.
2 pairs white blankets.
3 sets portieres.
6 Senate chairs.
1 stepladder.
1 piece cloth for covering tables.
1 leather cushion.

VICE-PRESIDENT'S ROOM.

1 bookcase.
2 leather-seated mahogany chairs.
1 set shovel and tongs.
2 gilt cornices.
1 national flag.
1 spark screen.
4 cuspidors.
2 linen curtains.
1 leather chair.
1 large mirror.
1 fender.
2 marble busts.
1 portrait of Washington.
1 pair andirons.
2 small flat-top mahogany desks.
1 revolving leather seat and back chair.
1 Webster's dictionary.
1 4-drawer flat-top typewriter cabinet.
1 Adams mirror.
1 large flat-top mahogany desk.
1 large Persian rug.
1 velour couch.
2 velour couch pillows.
1 pair portieres and fixtures.
2 mahogany straight chairs.
5 small rugs.
1 gilt toilet mirror.
1 umbrella stand.
1 silver water urn.
2 pairs lace curtains.
2 pairs damask curtains.
1 grandfather's clock.
2 revolving cane-seat mahogany chairs.
1 couch cover.
2 vases.
1 safe.
1 No. 2 Smith Premier typewriter, No. 48911.
2 pairs slik sash curtains.
1 cocoa mat.
1 No. 6 Remington typewriter, No. 28911, cover and stand.
1 No. 2 Smith Premier typewriter, No. 123839, and cover.
1 No. 2 Smith Premier typewriter, No. 62318, and 4-drawer flat-top cabinet.

WATER-CLOSET, BASEMENT.

1 caucus chair.
9 cuspidors.
1 clock.
1 closet.

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FRANCHISES GRANTED BY EXECUTIVE COUNCIL OF PORTO RICO, MAY-NOVEMBER, 1907

MESSAGE FROM THE PRESIDENT OF THE UNITED STATES, TRANSMITTING COPIES OF FRANCHISES GRANTED BY THE EXECUTIVE COUNCIL IN PORTO RICO

DECEMBER 5, 1907.—Read, referred to the Committee on Pacific Islands and Porto Rico, and ordered to be printed

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To the Senate and House of Representatives:

As required by section 32 of the act of April 12, 1900, entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes" (31 Stats., 77), I transmit herewith copies of franchises granted by the executive council in Porto Rico.

THEODORE ROOSEVELT.

THE WHITE HOUSE, *December 4, 1907.*

List of franchises granted by the executive council of Porto Rico, under act of April 12, 1900 (31 Stat., 77).

An ordinance granting to Gardner Rogers the right to construct, maintain, and operate a pier and other structures in the harbor of Ponce, Porto Rico.

An ordinance granting to the Porto Rican Leaf Tobacco Company the right and privilege to build and use a road in "Miramar" across the "Manglares" to the water front.

An ordinance creating a banking corporation to be known as the "Banco de Economías y Préstamos de Caguas."

An ordinance granting to Federico Aymat, his heirs, successors, and assigns, the right to take and use forty liters of water per second, for industrial purposes, from the Toro River in the barrio of Indiera Baja, municipal district of Maricao.

An ordinance granting to the municipality of Caguas the right to take fifteen liters of water per second from the river "Las Quebradillas," in the barrio of Turabo, for the purpose of supplying the inhabitants of the municipality with water.

An ordinance granting to A. Philippi, his successors and assigns, the right to take and use twenty-five hundred gallons of water per minute from the river Estero, for irrigation purposes, in the municipal district of Cabo Rojo.

An ordinance authorizing the Royal Bank of Canada to do a general banking business in Porto Rico.

An ordinance amending section 2 of an ordinance entitled "A franchise granting to Antonio Roig, his heirs, successors, and assigns, the right to construct and operate a steam railway between the city of Humacao and the playa thereof, with spur to sugar central of said Antonio Roig, for the conveyance of passengers and freight between the above-mentioned points."

An ordinance granting to the trustees of the University of Porto Rico the right to take and use one thousand gallons of water per day from the stream known as Juan Mendez, in the municipality of Rio Piedras.

An ordinance granting to the Central Eureka, Inc., its successors and assigns, the right to take and use two thousand gallons of water per minute from the River Rosario, for industrial purposes, in the municipality of Mayaguez.

An ordinance granting to the Enriqueta Land Company, its successors and assigns, the right to take and use one hundred liters of water per second from the Brook Ancones for irrigation purposes, in the municipal district of Arroyo.

An ordinance granting to the Robert Graham Company the right to rebuild, maintain, and operate a public pier in the harbor of San Juan, at or near Pueblo Viejo.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, May 24, 1907.

The honorable the SECRETARY OF STATE,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of an ordinance (as amended) granted by the Executive Council of Porto Rico on the 23d of May, 1907, entitled "An ordinance granting to Gardner Rogers the right to construct, maintain, and operate a pier and other structures in the harbor of Ponce, Porto Rico," approved May 24, 1907.

I have the honor to be, sir, your obedient servant,

MARTIN E. GILL, *Acting Secretary.*

AN ORDINANCE Granting to Gardner Rogers the right to construct, maintain and operate a pier and other structures in the harbor of Ponce, Porto Rico. (As amended)

Be it enacted and ordained by the Executive Council of Porto Rico:

SECTION 1. That there is hereby granted to Gardner Rogers of Ponce, Porto Rico, and to his heirs, successors and assigns, the right and privilege to occupy and use two hundred feet, of the shore front in the harbor of Ponce, Porto Rico, at the extreme end of the little peninsula called Peñoncillo Point, as shown on the plans presented to the Executive Council, for the purpose of constructing, maintaining and operating a public pier, and such other structures as shall be approved by the Secretary of War; and also the right to use such portions of the harbor front, at said point, as may be necessary for the proper use of said pier and other structures, not exceeding seventy-five feet on each side of the same, including also the right to occupy the zone of public servitude contiguous to the proposed pier, for such warehouses and other structures as may be necessary or proper, in connection with the use of said pier, together with the right of ingress to and egress from the same, as to any rights which The People of Porto Rico may have therein.

SECTION 2. The grantee his heirs successors and assigns hereafter during the term of this franchise, shall pay to the Treasurer of Porto Rico insular and municipal taxes, the basis of said taxes to be the actual value of the pier and other structures to be constructed, and not less than the cost of construction thereof.

Nothing in this franchise shall be construed to exempt any vessels using the pier of the grantee, from the payment of the harbor or wharf dues, now imposed or that may hereafter be imposed by law.

SECTION 3. That the pier to be built by the grantee shall be known as Pier number one, and shall not exceed two hundred feet in width.

The grantee may obtain authorization from the Secretary of War to extend the shore front into the water at the point designated for the construction of the pier, by reclaiming the land in front of such shore front but the Government of Porto Rico hereby expressly reserves its ownership in and to the land so to be reclaimed, in accordance with Section 13 of the Act of Congress, approved April 12, 1900, entitled "An Act temporarily to provide revenues and a civil government for Porto Rico and for other purposes."

Provided that the grantee and his successors and assigns shall have the right to use and occupy all lands which shall be so reclaimed during the time of this franchise and any extension thereon.

SECTION 4. Before the construction of the pier and other structures herein provided for shall be commenced, the grantee through the Commissioner of the Interior, shall submit plans to the Executive Council for approval showing the exact location of the pier, and other necessary details regarding the contemplated use of the shore front, in connection with the pier and other structures, hereby authorized to be built.

SECTION 5. That the term "grantee" as herein used, shall be held to extend to and include Gardner Rogers, his heirs, successors and assigns, and in case of the transfer by the grantee, either by his own act or by act of law, of the property and property rights acquired hereunder, the purchaser or assignee shall be bound by all of the terms hereof of every name and nature. But it is expressly understood and agreed, that this franchise shall not be transferred or assigned, without the specific consent of the Executive Council.

SECTION 6. This franchise shall be accepted by the grantee in writing, filed with the Executive Council, within thirty days after its approval by the Governor of Porto Rico, and within sixty days after the filing of such acceptance, the plans and application for the construction of said pier and other structures, shall be submitted to the Secretary of War, under the act of Congress approved June 11th, 1906, hereinafter mentioned. The actual work of constructing the said pier and other structures shall be commenced and completed, and the same ready for use, within the periods fixed by the Secretary of War in his authorization.

SECTION 7. Within thirty days after the authorization for the construction of said pier and other structures has been obtained from the Secretary of War, as above provided, the grantee shall deposit with the Treasurer of Porto Rico ten thousand dollars, in cash or approved evidences of credit, as a guarantee that said work will be commenced within the period fixed in the authorization by the Secretary of War; and said deposit is hereby stipulated to be liquidated damages which shall accrue to and become the property of The People of Porto Rico, without the necessity of judicial proceedings, if the required work is not begun within the period herein provided, or if begun within said period, the work is not completed within the period fixed by the Secretary of War, in his authorization for the construction of said pier, and other structures. Should the required work not be begun or not be completed within the periods herein provided, or such further periods as may be granted by the Executive Council, this ordinance shall ipso facto cease to be of further force or effect, in addition to the forfeiture of the deposit above mentioned.

Upon the presentation of a certificate from the Commissioner of the Interior, showing the completion of the work herein authorized, within the time specified, and upon a full compliance with the terms of this ordinance, to the satisfaction of the Executive Council, said deposit of money or evidences of credit, shall be returned to the grantee. Time is deemed to be of the essence of this franchise.

SECTION 8. The duration of this franchise shall be ninety years from the date of its approval by the Governor of Porto Rico.

SECTION 9. The grantee herein agrees to obtain the conveyance to the People of Porto Rico by notarial deed, of the right title and interest of the Ponce Railway and light Company, subject to existing encumbrances, to a strip of land sixty feet wide, commencing at the point nearest to the present eastern end of the tracks of the Ponce Railway and Light Company on Commercio street, at the Ponce Playa, of the lands of the Ponce Railway and Light Company, and continuing along and through the lands belonging to said company, to the pier to be constructed under the terms of this ordinance. Said strip so to be conveyed shall be for the purposes of a public highway, and subject to the laws of Porto Rico governing roads and thoroughfares, and the exact location of said strip shall be determined by the Commissioner of the Interior, and the plans thereof shall be filed in his office in proof of the location of said highway.

This franchise shall ipso facto cease to be in force and effect, if the grantee herein shall fail to obtain the formal transfer of said title of said Ponce Railway and Light Company to said strip of land within six months after the authorization from the Secretary War to build the pier herein provided for shall have been duly obtained.

And provided further that the grantee and his successors and assigns shall protect the People of Porto Rico in the use and occupancy of said strip of land as a public highway as aforesaid. And should any forfeiture of the same be at any time enforced or should such use of said land be at any time prevented, then this grant shall ipso facto become forfeited and the same shall have no further force or effect.

SECTION 10. This franchise is granted subject to all of the terms and conditions of Section 3 of the Joint Resolution of the Congress of the United States, approved May 1st, 1900, entitled "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for, in the Act approved April 12th, 1900, entitled "An Act temporarily to provided revenues and a civil government for Porto Rico and other purposes'" This franchise is also subject to all the provisions of the Act of Congress approved June 11th. 1906, entitled "An Act to empower the Secretary of War, under certain restrictions, to authorize the construction, extension and maintenance of wharves, piers and other structures on lands underlying harbor areas and navigable streams and bodies or waters in or surrounding Porto Rico, and the islands adjacent thereto".

Done in open session of the Executive Council of Porto Rico, this the 23rd day of May nineteen hundred and seven.

(Signed) W. F. WILLOUGHBY
President of the Executive Council.

Approved this 24th day of May 1907.

(Signed) REGIS H. POST
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY,
San Juan, May 24, 1907.

I, Martin E. Gill, acting secretary of Porto Rico, do hereby certify that the foregoing seven printed pages are a true copy of an ordinance entitled "An ordinance granting to Gardner Rogers the right to construct, maintain and operate a pier and other structures in the harbor of Ponce, Porto Rico," as the said ordinance appears upon the official record in my custody of the proceedings of the executive council of Porto Rico, at a meeting held on the 23d day of May, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 24th day of May, A. D. 1907, as the same appears by the official records in this office.

In witness whereof, I have hereunto set my hand and the great seal of Porto Rico, at the capital, on this 24th day of May, in the year of our Lord 1907, and of the Independence of the United States one hundred and thirty-first.

[SEAL.]

MARTIN E. GILL,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., June 11, 1907.

The honorable the SECRETARY OF STATE,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress, entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico, June 6, 1907, entitled "An ordinance granting to Porto Rican Leaf Tobacco Company the right and privilege to build and use a road in 'Miramar' across the 'Manglares' to the water front," approved June 10, 1907.

I have the honor to be, sir, your obedient servant,

G. CHRISTIANSEN, *Acting Secretary.*

AN ORDINANCE Granting to Porto Rican Leaf Tobacco Company the right and privilege to build and use a road in "Miramar" across the "Manglares" to the water front.

Whereas the Porto Rican Leaf Tobacco Company is the owner of a tract of land situated in "Miramar" in the barrio of Santurce, in the municipality of San Juan, composed of thirty-five thousand, two hundred and ninety-two square meters and forty-one decimeters, bounded on the north by the American Railroad Company of Porto Rico, on the south by swamp lands or "manglares" belonging to The People of Porto Rico, on the east by lands of Doña Apolinaria San Feliz Vda. de Abarca, and on the west by lands of the property named "Transmiramar", of which this lot was a part.

Whereas the Porto Rican Leaf Tobacco Company has petitioned the Executive Council for the right and privilege to build and use a road thirty feet wide by three hundred and twenty-four meters, thirteen decimeters in length across the swamp lands of The People of Porto Rico, to connect said lot with the water front of said "manglares" as appears upon the map filed herein.

Therefore be it enacted and ordained by the Executive Council of Porto Rico:

SECTION 1. That the right and privilege are hereby granted to the Porto Rican Leaf Tobacco Company to build and use a road thirty feet wide by three hundred and twenty-four meters thirteen decimeters long upon the "manglares" or swamp lands belonging to The People of Porto Rico in order to connect the south western end of its lot above described with the water front of said "manglares," as appears upon the plan filed herein.

SECTION 2. The entire road so built in accordance with this right shall be kept open for the free use of the public both on the public land and on the land of the company.

SECTION 3. The right or privilege hereby granted is a revocable license, and the road to be built in accordance therewith, shall be constructed in accordance with the specifications and conditions previously approved by the Commissioner of the Interior of Porto Rico, and shall at all times be subject to his inspection and control.

SECTION 4. This franchise is granted subject to all the terms and conditions of Section 3 of the Joint Resolution of Congress, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the act approved April twelfth, nineteen hundred, entitled, 'An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes,'" approved May 1, 1900.

Done in open session of the Executive Council of Porto Rico, this the 6th day of June A. D. 1907.

(Signed) W. F. WILLOUGHBY
President of the Executive Council.

Approved this the 10th day of June A. D. 1907.

(Signed) RÉGIS H. POST
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, G. Christiansne, acting secretary of Porto Rico, do hereby certify that the foregoing three printed pages are a true copy of an ordinance entitled "An ordinance granting to Porto Rican Leaf Tobacco Company the right and privilege to build and use a road in 'Miramar' across the 'Manglares' to the water front," as the said ordinance appears upon the official record in my custody of the proceedings of the Executive Council of Porto Rico at a meeting held on the 6th day of June A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 10th day of June, A. D. 1907, as appears by the official records in this office.

In witness whereof, I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this 11th day of June, in the year of our Lord 1907, and of the independence of the United States the one hundred and thirty-first.

[SEAL.] G. CHRISTIANSEN,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., June 14, 1907.

The honorable the SECRETARY OF STATE,
Washington, D. C.
(Through the honorable Secretary of the Interior.)

SIR: In accordance with section 32 of an act of Congress, entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico, June 13, 1907, entitled "An ordinance creating a banking corporation to be known as the 'Banco de Economias y Prestamos de Caguas,'" approved June 14, 1907.

I have the honor to be, sir, your obedient servant,

G. CHRISTIANSEN, *Acting Secretary.*

AN ORDINANCE Creating a Banking Corporation to be known as the "Banco de Economias y Prestamos de Caguas."

Be it ordained and enacted by the Executive Council of Porto Rico:

That a corporation with authority to do a general banking business in Porto Rico is hereby created with Nicolás Santini y Torres, José V. Usera, M. A. Walker, José Hernández Usera, Generoso Candina and Gabriel Jimenez Sanjurjo, as incorporators under the following articles of incorporation:

ARTICLES OF INCORPORATION.

FIRST. That the banking corporation hereby created shall be known as the "Banco de Economias y Prestamos de Caguas," with its principal office in the town of Caguas, and with branches at such places in Porto Rico as the Board of Directors may from time to time determine.

SECOND. The corporation hereby created shall continue for the period of fifty years from the date of the approval of this ordinance by the Governor of Porto Rico, unless sooner dissolved by a vote of two-thirds of all the stockholders at a special meeting called for that specific purpose, due notice of which shall have been given at least thirty days prior to the date set for the meeting.

THIRD. The banking corporation hereby created shall be authorized:

(a) To loan money at interest on mortgage, collateral or personal security;

(b) To discount and negotiate notes, obligations and any other evidences of credit;

(c) To purchase, sell and negotiate drafts and bills of exchange on all markets;

(d) To receive moneys and valuables on deposit and on accounts current;

(e) To establish branches in the Island of Porto Rico, and agencies within and outside said island;

(f) To receive savings on deposit at a stipulated rate of interest;

(g) To acquire the immovable property that may be reasonably necessary to enable it to carry out the purpose for which it was created; and to possess, mortgage, sell and dispose of all personal property that may be acquired by the bank in the course of its ordinary transactions; provided that whatever building or buildings the bank hereby organized may construct or acquire for the use of its offices, shall not be mortgaged or encumbered, but shall always be free of liens to guarantee, with other property of the bank, the amounts received on deposit in the Savings Department;

(h) To purchase immovable property necessary for the collections of loans, but the immovable properties so obtained shall be disposed of within five years after receiving the title;

(i) To carry on and do all business and transactions incidental to a "general banking business;"

(j) To have a common seal, of such design as may be provided for in the by-laws of the bank;

(k) To sue and to be sued in its corporate name.

FOURTH. The sum total of the capital stock of the bank shall be Fifty Thousand Dollars lawful money of the United States, divided into five hundred shares with par value of one hundred dollars each. The bank shall not commence business until all of the shares of said bank shall have been sold in good faith, for cash, and the actual cash deposited in the treasury of the bank to the full amount of said shares.

FIFTH. The bank hereby created shall have the following corps of officers: a President, Vice President, Treasurer, Secretary, and such other officials as the stockholders of the bank may from time to time determine, and said officers shall have such powers and duties as may be assigned to them, respectively, in the by-laws. The officers of the bank shall be elected by the Board of Directors at each regular annual meeting and the Board of Directors shall have power to fill any vacancy that may occur in any office until the next succeeding regular annual meeting of the Board of Directors.

SIXTH. The management of the corporation shall be under the control of a Board of Directors, composed of nine stockholders, to be elected each year at the annual stockholders' meeting. The Directors thus elected shall take charge of their offices on the first working day in the month of January after their election, and shall continue in their respective offices until their successors shall have been elected. Such vacancies as may occur in the Board of Directors during the year shall be filled by the other directors from among the shareholders of the corporation. Five directors shall constitute a quorum for the purpose of transacting business.

SEVENTH. The corporation shall hold a regular stockholders' meeting once in every year in the town of Caguas, at such time as may be provided for in the by-laws, and such special meetings as the President shall from time to time deem necessary, or when a special meeting is requested by at least three of the directors.

EIGHTH. The bank hereby created shall make an annual report to the Treasurer of Porto Rico, which report shall contain a statement showing the financial condition of the bank. The report shall be made on or before such date as the Treasurer of Porto Rico may designate, and said Treasurer in person, or through someone selected by him, shall at all times be authorized to examine into the affairs of the bank, and for that purpose shall have free access to all of its books, papers and accounts.

NINTH. The stockholders of this corporation shall have authority to adopt by-laws, not inconsistent with law, or with the provisions of this charter, for the government of the bank and its officers, and may alter or amend such by-laws at any annual meeting, or at any special meeting duly called for that purpose, but no by-laws shall be amended except upon a two-thirds vote of all the stock represented at the meeting.

TENTH. Within sixty days after this ordinance shall have been signed by the Governor of Porto Rico, a meeting of the stockholders of the bank shall be held in the town of Caguas for the purpose of electing a Board of Directors and to adopt by-laws for the government of the corporation, and to transact any other business that may be legally brought before the meeting. Notice of said meeting shall be given by publication in some newspaper of general circulation in Porto Rico, and the notice shall be signed by all of the charter members.

ELEVENTH. The bank shall have at all times on hand, in lawful money of the United States, an amount equal to at least fifteen (15) per-cent of its deposits. The amount thus to be kept on hand shall be called its "Lawful Money Reserve." One-half (½) of such Lawful Money Reserve may consist of moneys deposited subject to call with any bank authorized to do business in Porto Rico having a capital of at least One Hundred Thousand (100,000) Dollars.

TWELFTH. After providing for all expenses, interest and taxes accrued or due from said bank, and deducting all losses and bad debts, the Board of Directors of the Bank may declare a dividend of so much of the profits of the bank as they shall judge expedient; all debts past due to said bank on which interest is past due and unpaid for a period of twelve (12) months, unless the same are well secured or in process of collection, shall be considered bad debts within the meaning of this section. Before any such dividend is declared not less than one-tenth (1/10) of the net profits of the bank for the period covered by the proposed dividend shall be carried to a fund to be designated "Surplus Fund" until such Surplus Fund shall amount to Twenty (20) per-centum of the capital-stock of the bank, and thereafter such Surplus Fund shall always be at least equal to Twenty (20) per-centum of the capital-stock of the bank, and whenever the same becomes impaired it shall be reimbursed in the manner provided for its accumulation.

THIRTEENTH. The total liabilities to the bank of any person, firm, corporation or association, for money borrowed, including in the liabilities of the company or firm the liabilities of the several members thereof, shall at no time exceed ten per-cent of the amount of the capital stock and reserve fund of the bank. But the discount of bills of exchange, drawn in good faith against actually existing values, and the discount of business paper actually owned by the person negotiating same shall not be considered as money borrowed.

FOURTEENTH. The banking concern hereby created shall be subject to the provisions of law relating to the filing of papers in the office of the Secretary of Porto Rico and of the Treasurer of Porto Rico, and to the administrative control by the Secretary and Treasurer of Porto Rico over banking and other corporations.

FIFTEENTH. This ordinance is granted subject to the provisions of Section 3 of the Joint Resolution of Congress, entitled "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of civil officers provided for in the Act approved April 12th, 1900, entitled 'An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes,'" approved May 1st, 1900.

Done in open session of the Executive Council of Porto Rico, this the 13 day of June, 1907.

(Signed) W. F. WILLOUGHBY,
President of the Executive Council.

Approved this 14th day of June, 1907.

(Signed) RÉGIS H. POST,
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, G. Christiansen, acting secretary of Porto Rico, do hereby certify that the foregoing seven printed pages are a true copy of an ordinance entitled "An ordinance creating a banking corporation to be known as the 'Banco de Economias y Prestamos de Caguas,'" as the said ordinance appears upon the official record in my custody of the proceedings of the Executive Council of Porto Rico at a meeting held on the 13th day of June, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 14th day of June, A. D. 1907, as the same appears by the official records in this office.

In witness whereof, I have hereunto set my hand and the great seal of Porto Rico, at the capital, on this 14th day of June, in the year of our Lord 1907, and of the independence of the United States the one hundred and thirty-first.

[SEAL.] G. CHRISTIANSEN,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., July 1, 1907.

The honorable the SECRETARY OF STATE,
Washington, D. C.

(Through the Secretary of the Interior.)

SIR: In accordance with section 32 of an act of Congress entitled "An a t temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have

the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the Executive Council of Porto Rico, June 28, 1907, entitled "An ordinance granting to Federico Aymat, his heirs, successors, and assigns, the right to take and use forty liters of water per second, for industrial purposes, from the Toro River, in the Barrio of Indiera Baja, municipal district of Maricao," approved June 29, 1907.

I have the honor to be, sir, your obedient servant,

G. CHRISTIANSEN, *Acting Secretary.*

AN ORDINANCE Granting to Federico Aymat, his heirs, successors and assigns, the right to take and use forty liters of water per second, for industrial purposes, from the Toro River in the Barrio of Indiera Baja, Municipal District of Maricao.

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That the right and privilege are hereby granted to Federico Aymat, his heirs, successors and assigns, to take and use forty liters of water per second, for industrial purposes, from the Toro River in the Barrio of Indiera Baja, in the Municipal District of Maricao. The residue of the water used under this franchise shall be returned to the river uncontaminated, after it has served the purpose for which it was taken.

SECTION 2. Before this franchise shall become effective the grantee shall obtain the approval of the Commissioner of the Interior to plans and specifications prepared and submitted by him, showing the method and manner in which the said water shall be taken from the river and conveyed to the factory where it is to be used and returned therefrom to said river.

SECTION 3. As compensation for the use of said water the grantee shall pay yearly in advance to the Treasurer of Porto Rico, for the benefit of The People of Porto Rico, the sum of twenty-five dollars ($25.00);—the first annual payment to be made within fifteen days after the approval of this ordinance by the Governor of Porto Rico.

SECTION 4. This concession is granted subject to the prior rights of other persons, and subject also to all the conditions and provisions of Section 3 of the Joint Resolution of Congress, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the act approved April twelfth, nineteen hundred, entitled, 'An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes,' " approved May 1st, 1900. The right herein granted shall be especially subject to any general plan or system of irrigation that may hereafter be established by law.

SECTION 5. Should the grantee fail to make said annual payment at any time, or should he cease to use the water for a year and a day, or divert said water to any purpose other than as herein provided, then this concession shall cease to have any force and effect. The Commissioner of the Interior, or his agents, shall have the right at any time to inspect the work herein authorized.

Done in open session of the Executive Council of Porto Rico, this the 28th day of June, A. D. 1907.

(Signed) R. DEL VALLE,
President pro tem. of the Executive Council.

Approved this the 29th day of June, A. D. 1907.

(Signed) RÉGIS H. POST,
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, G. Christiansen, acting secretary of Porto Rico, do hereby certify that the foregoing three printed pages are a true copy of an ordinance entitled "An ordinance granting to Federico Aymat, his heirs, successors and assigns, the right to take and use forty liters of water per second, for industrial purposes, from the Toro River in the Barrio of Indiera Baja, municipal district of Maricao," as the said ordinance appears upon the official record in my custody of the proceedings of the Executive Council of Porto Rico at a meeting held on the 28th day of June, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 29th day of June, A. D. 1907, as appears by the official records in this office.

In witness whereof, I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this first day of July, in the year of our Lord 1907, and of the Independence of the United States the one hundred and thirty-first.

[SEAL.] G. CHRISTIANSEN,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., July 13, 1907.

The honorable the SECRETARY OF STATE,
Washington, D. C.

(Through the Secretary of the Interior.)

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico July 11, 1907, entitled "An ordinance granting to the municipality of Caguas the right to take 15 liters of water per second from the River 'Las Quebradillas,' in the barrio of Turabo, for the purpose of supplying the inhabitants of the municipality with water," approved July 12, 1907.

I have the honor to be, sir, your obedient servant,

G. CHRISTIANSEN, *Acting Secretary.*

AN ORDINANCE Granting to the municipality of Caguas the right to take fifteen liters of water per second from the River "Las Quebradillas", in the barrio of Turabo, for the purpose of supplying the inhabitants of the municipality with water.

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That the right and privilege are hereby granted to the Municipality of Caguas to take fifteen liters of water per second from the River "Las Quebradillas", in the Barrio of Turabo, for the purpose of supplying the inhabitants of the municipality with water.

SECTION 2. Should it become necessary in the construction of the municipal waterworks system for the municipality to lay water pipes upon or along any insular highway, the plans and specifications for the laying of such pipes shall be first submitted to the Commissioner of the Interior for his approval; and in all such cases the said highways shall be restored to their original condition by the Commissioner of the Interior at the expense and charge of the said municipality.

SECTION 3. This ordinance shall not take effect until plans and specifications for the proposed system of waterworks, as well as the site for the location of the proposed dam in the River "Las Quebradillas", shall have been approved by the Commissioner of the Interior, under whose general direction and supervision said works shall be constructed.

SECTION 4. This concession is granted expressly subject to the prior rights of third persons; and is also subject to all the conditions and provisions of Section 3 of the Joint Resolution of Congress, approved May 1, 1900, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualifications of the civil officers provided for in the act approved April twelfth, nineteen hundred, entitled, 'An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes.' "

Done in open session of the Executive Council of Porto Rico, this 11th day of July, A. D. 1907.

(Signed) R. DEL VALLE,
President pro tempore of the Executive Council.

Approved this 12th day of July, A. D. 1907.

(Signed) RÉGIS H. POST,
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, G. Christiansen, acting secretary of Porto Rico, do hereby certify that the foregoing two printed pages are a true copy of an ordinance entitled "An ordinance granting to the municipality of Caguas the right to take fifteen liters of water per second from the River "Las Quebradillas," in the barrio of Turabo, for the purpose of supplying the inhabitants of the municipality with water," as the said ordinance appears upon the official record in my custody of the proceedings of the executive council of Porto Rico at a meeting held on the 11th day of July, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 12th day of July, A. D. 1907, as appears by the official records in this office.

In witness whereof I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this 13th day of July, in the year of our Lord 1907, and of the Independence of the United States the one hundred and thirty-second.

[SEAL.] G. CHRISTIANSEN,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., July 27, 1907.

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the Executive Council of Porto Rico, July 23, 1907, entitled "An ordinance granting to A. Philippi, his successors and assigns, the right to take and use twenty-five hundred gallons of water per minute from the River Estero, for irrigation purposes, in the municipal district of Cabo Rojo," approved July 26, 1907.

I have the honor to be, sir, your obedient servant,
G. CHRISTIANSEN, *Acting Secretary.*

AN ORDINANCE Granting to A. Philippi, his successors and assigns, the right to take and use twenty-five hundred gallons of water per minute from the River Estero, for irrigation purposes, in the Municipal District of Cabo Rojo.

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That the right and privilege are hereby granted to A. Philippi, his successors and assigns, to take and use twenty-five hundred (2,500) gallons of water per minute from the River Estero, in the Municipal District of Cabo Rojo, for the irrigation of one hundred and forty-five cuerdas of cane lands of the plantation "Santa Ana," the boundaries of which are as follows: on the North, by the Estero River; on the West, by lands of Eduvigis Ronda, Julio P. Castro and Eduardo Mercado; on the South, by the road from Cabo Rojo to San German, and on the East by lands of Francisco P. Quiñones and Lino Cruz.

SECTION 2. This franchise is granted subject to the prior rights of third persons, and subject also, to all the terms and provisions of Section 3 of the Joint Resolution of Congress, approved May 1, 1900, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the act approved April twelfth, nineteen hundred, entitled, 'An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes.'" The right herein granted shall be especially subject to any general plan or system of irrigation that may hereafter be established by law.

SECTION 3. As compensation for the use of the water herein granted, the grantee shall pay yearly in advance to the Treasurer of Porto Rico, for the use of The People of Porto Rico, the sum of thirty cents per cuerda of the land above described; the first annual payment to be made within fifteen days after the approval of this ordinance by the Governor of Porto Rico.

SECTION 4. Should the grantee at any time fail to make said annual payment, or cease to use the water for a year and a day, or should he use said water for any purpose other than as herein authorized, then this concession shall *ipso facto* become forfeited and of no further force and effect. The Commissioner of the Interior or his agents, shall have the right at any and all times to inspect the work herein authorized.

Done in open session of the Executive Council of Porto Rico, this the 23rd day of July, A. D. 1907.

(Signed) R. DEL VALLE,
President pro tem of the Executive Council.

Approved this 26th day of July, A. D. 1907.

(Signed) RÉGIS H. POST,
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, G. Christiansen, acting secretary of Porto Rico, do hereby certify that the foregoing two printed pages are a true copy of an ordinance entitled "An ordinance granting to A. Philippi, his successors and assigns, the right to take and use 2,500 gallons of water per minute from the river Estero for irrigation purposes, in the municipal district of Cabo Rojo," as the said ordinance appears upon the official record in my custody of the proceedings of the executive council of Porto Rico, at a meeting held on the 23d day of July, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 26th day of July, A. D. 1907, as appears by the official records in this office.

In witness whereof I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this the 27th day of July, in the year of our Lord, 1907, and of the independence of the United States the one hundred and thirty-second.

[SEAL.] G. CHRISTIANSEN,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., August 12, 1907.

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress, entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have

the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico August 8, 1907, entitled "An ordinance authorizing the Royal Bank of Canada to do a general banking business in Porto Rico," approved August 12, 1907.

I have the honor to be, sir, your obedient servant,

G. CHRISTIANSEN, *Acting Secretary.*

AN ORDINANCE Authorizing the Royal Bank of Canada to do a general banking business in Porto Rico.

Whereas it has been made to appear to the satisfaction of the Executive Council of Porto Rico that the Royal Bank of Canada, a bank duly incorporated under and by virtue of the laws of the Dominion of Canada, proposes to do a general banking business in Porto Rico, through a branch or branches to be therein located, and

Whereas it has also been made to appear to said Executive Council that said Royal Bank of Canada has filed with the Secretary of Porto Rico all the papers necessary, or required, by the existing laws of Porto Rico applicable to foreign corporations and has paid said Secretary all the fees payable to him under said laws, and

Whereas it has been further made to appear to said Executive Council that said Royal Bank of Canada has received from said Secretary a certificate to the foregoing effect and has filed the same with the Treasurer of Porto Rico and has paid said Treasurer the license fee for the current fiscal year and has received from said Treasurer a license to said effect.

Therefore, be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That the Royal Bank of Canada is hereby given and granted the right, authority, permission and license to do a general banking business in Porto Rico as a foreign corporation, by and through a main branch in the City of San Juan, and such other branches as the said bank may desire to establish in other parts of the Island, including within the meaning of said term "general banking business" the right, through the manager or managers, of its said branch or branches in Porto Rico, to make, draw, accept, transfer, sign, negotiate, pledge, retire, pay or satisfy, discount, endorse and protest notes, bills of exchange, drafts, checks, and all orders for the payment of money, securities, goods, warehouse receipts, bills of lading, negotiable or mercantile instruments or securities, or written promises to deliver any of the same; to pay and receive all moneys; to receive deposits, savings or otherwise, and to pay out the same, on conditions which it may stipulate with its customers, not contrary to law; to give and receive all receipts and acquittances necessary in the course of its business as such bank; to receive and pay interest on its loans and deposits respectively, as it may see fit, not contrary to law; to keep a safety deposit vault, or vaults and to charge for the use of the same; to receive and hold securities as collateral for loans of all kinds and to negotiate, sell, realize, and dispose of the same as per agreement with the owners of the same; and generally to do and perform each and every other thing necessary, customary or usual in the carrying on, conducting and managing of a banking business,

Provided, however, that nothing herein shall be construed to exempt grantee from the provisions of law as to inspection. And Provided, further, that if any lien is taken or acquired by grantee on real estate as a security for any loan or transaction by it or by operation of law and said lien should be foreclosed and said land sold to satisfy the same at public or private sale grantee may purchase the said real estate but shall, nevertheless, hold the same subject to the provisions of Section 3 of the Joint Resolution of Congress entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the Act approved April twelfth, nineteen hundred, entitled, "An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved May 1, 1900.

SECTION 2. This permit or license is granted subject to all the terms and conditions of said Section 3 of the Joint Resolution above mentioned, and shall take effect on and after its approval by the Governor of Porto Rico.

Done in open session of the Executive Council of Porto Rico, this eighth day of August, A. D. 1907.

(Signed) R. DEL VALLE,
President pro tempore of the Executive Council.

Approved this the 12th day of August, A. D. 1907.

(Signed) RÉGIS H. POST,
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, G. Christiansen, acting secretary of Porto Rico, do hereby certify that the foregoing three printed pages are a true copy of an ordinance entitled, "An ordinance authorizing the Royal Bank of Canada to do a general banking business in Porto Rico," as the said ordinance appears upon the official record in my custody of the proceedings of the Executive Council of Porto Rico at a meeting held on the 8th day of August, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 12th day of August, A. D. 1907, as appears by the official records in this office.

In witness whereof, I have hereunto set my hand and affixed the great seal of Porto Rico, at the capital, on this 12th day of August, in the year of our Lord 1907, and of the Independence of the United States the one hundred and thirty-second.

[SEAL.] G. CHRISTIANSEN,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., August 12, 1907.

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government

for Porto Rico, and for other purposes," approved April 12, 1900, and section 2 of the joint resolution amending said act, approved May 1, 1900, I have the honor to transmit herewith, for the approval of the President, originals, signed in duplicate, and two certified copies of a franchise granted by the executive council of Porto Rico, August 8, 1907, entitled "An ordinance amending section 2 of an ordinance entitled 'A franchise granting to Antonio Roig, his heirs, successors, and assigns, the right to construct and operate a steam railway between the city of Humacao and the Playa thereof, with spur to sugar central of said Antonio Roig, for the conveyance of passengers and freight between the above-mentioned points,'" approved August 12, 1907.

It is requested that when the said approval is granted one of the originals be returned and the two copies transmitted to Congress.

I also have the honor to transmit herewith, for the information of the President, a copy of the report of the special committee of the executive council upon the petition of Mr. Antonio Roig, in which he desires to be relieved from the payment of royalty on the receipts of his railroad.

I have the honor to be, sir, your obedient servant,

G. CHRISTIANSEN, *Acting Secretary.*

AN ORDINANCE Amending section 2 of an ordinance entitled, "A Franchise, granting to Antonio Roig, his heirs, successors and assigns, the right to construct and operate a steam railway between the city of Humacao and the Playa thereof with spur to sugar central of said Antonio Roig, for the conveyance of passengers and freight between the above mentioned points."

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That Section 2 of an ordinance passed by the Executive Council of Porto Rico on August 8th, 1905, and approved by the Governor of Porto Rico on August 9, 1905, and approved by the President of the United States on September 11th, 1905, entitled, "A Franchise granting to Antonio Roig, his heirs, successors and assigns, the right to construct and operate a steam railway between the City of Humacao and the Playa thereof, with spur to sugar central of said Antonio Roig, for the conveyance of passengers and freight between the above mentioned points," be and the same is hereby amended so as to read as follows:

"SECTION 2. The route of said railway shall be approximately as follows, in accordance with plans heretofore filed:

"Beginning at a point on the south side of the road leading from Humacao to the Playa thereof and running directly south through the lands of R. Fulladosa and Emilia Muñoz, a distance of twenty-nine hundred feet, more or less; thence southeasterly through the lands of Ramon Pou to the Humacao River; thence northeasterly through the lands of Salvador Rocafort, Julio Guzman, Petronila del Carmen Rios y Berrios, Viuda de Toro, Alfonso Faura and Petrona Julbe to a point near the road leading from Humacao to the Playa thereof; thence easterly, more or less parallel to said road, to intersect the Calle de Comercio in said Playa, and thence along and upon said Calle de Comercio to a point beyond the Custom House, to be designated by the Commissioner of Interior.

"The aforesaid spur to run westerly from the main line through the lands of R. Fulladosa and E. Muñoz, through the lands of Ramon Pou and José Gonzalez to the sugar central of the said Antonio Roig."

Done in open session of the Executive Council of Porto Rico this eighth day of August A. D. 1907.

(Signed) R. DEL VALLE
President pro tempore of the Executive Council.

Approved this 12th day of August A. D. 1907.

(Signed) RÉGIS H. POST
Governor of Porto Rico.

Approved this 21st day of August A. D. 1907.

(Signed) THEODORE ROOSEVELT
President of the United States.

[Duplicate omitted in print.]

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY

I, G. Christiansen, acting secretary of Porto Rico, do hereby certify that the foregoing two printed pages are a true copy of an ordinance entitled "An ordinance amending section 2 of an ordinance entitled 'A franchise granting to Antonio Roig, his heirs, successors, and assigns, the right to construct and operate a steam railway between the city of Humacao and the playa thereof, with spur to sugar central of said Antonio Roig, for the conveyance of passengers and freight between the above-mentioned points,'" as the said ordinance appears upon the official record in my custody of the proceedings of the executive council of Porto Rico at a meeting held on the 8th day of August, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 12th day of August, A. D. 1907, as appears by the official records in this office.

In witness whereof I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this 12th day of August, in the year of our Lord 1907, and of the Independence of the United States the one hundred and thirty-second.

[SEAL.] G. CHRISTIANSEN,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., October 3, 1907.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico, September 26, 1907, entitled "An ordinance granting to the trustees of the University of Porto Rico the right to take and use one

thousand gallons of water per day from the stream known as 'Juan Mendez,' in the municipality of Rio Piedras," approved September 27, 1907.

I have the honor to be, sir, your obedient servant,

D. A. SKINNER, *Acting Secretary.*

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

AN ORDINANCE Granting to the trustees of the University of Porto Rico the right to take and use one thousand gallons of water per day from the stream known as "Juan Mendez" in the municipality of Rio Piedras.

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That the right and privilege are hereby granted to the Trustees of the University of Porto Rico to take and use one thousand gallons of water per day from the stream known as "Juan Mendez" in the municipality of Rio Piedras for use in connection with the Department of Agriculture of said University.

SECTION 2. The pumps or other apparatus by which said water is taken from said stream and the manner of taking said water shall at all times be subject to the inspection of the Commissioner of the Interior or his agents, and said water shall be taken in accordance with plans approved by the Commissioner of the Interior.

SECTION 3. This franchise is granted subject to the prior rights of third persons and subject also to all the terms and provisions of Section 3 of the Joint Resolution of Congress, approved May 1, 1900, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the Act approved April 12th, nineteen hundred, entitled, 'An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes.'" The right herein granted shall be especially subject to any general plan or system of irrigation that may hereafter be established by law.

Done in open session of the Executive Council of Porto Rico this the 26th day of September, A. D., 1907.

(Signed) R. DEL VALLE,
President pro tem of the Executive Council.

Approved this 27th day of September, A. D., 1907.

(Signed) W. F. WILLOUGHBY,
Acting Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.
OFFICE OF THE SECRETARY.

I, D. A. Skinner, acting secretary of Porto Rico, do hereby certify that the foregoing two typewritten pages are a true copy of an ordinance entitled "An ordinance granting to the trustees of the University of Porto Rico the right to take and use one thousand gallons of water per day from the stream known as 'Juan Mendez' in the municipality of Rio Piedras", as the said ordinance appears upon the official record in my custody of the proceedings of the Executive Council of

Porto Rico at a meeting held on the 26th day of September, A. D., 1907.

I further certify that the said ordinance was duly approved by the acting governor of Porto Rico on the 27th day of September A. D., 1907, as appears by the official records in this office.

In witness whereof, I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this the 3d day of October, in the year of our Lord 1907, and of the Independence of the United States the one hundred and thirty-second.

[SEAL.] D. A. SKINNER,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., November 5, 1907.

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the Executive Council of Porto Rico, October 31, 1907, entitled "An ordinance granting to the Central Eureka Inc., its successors and assigns, the right to take and use two thousand gallons of water per minute from the River Rosario, for industrial purposes, in the municipality of Mayaguez," approved November 2, 1907.

I have the honor to be, sir, your obedient servant,
W. F. WILLOUGHBY, *Secretary.*

AN ORDINANCE Granting to the Central Eureka Inc., its successors and assigns, the right to take and use two thousand gallons of water per minute from the River Rosario, for industrial purposes, in the Municipality of Mayaguez.

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That the right and privilege are hereby granted to the Central Eureka Inc., its successors and assigns, to take and use two thousand gallons of water per minute from the river Rosario, in the Municipal District of Mayagüez, for industrial purpose, which Central Eureka Inc., is situated in the said Municipal District of Mayageüz.

SECTION 2. This franchise is granted subject to the prior rights of the Hacienda Josefa and all prior rights of other persons, and subject also to all the terms and provisions of Section 3 of the Joint Resolution of Congress, approved May 1, 1900, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the act approved April twelfth, nineteen hundred, entitled: "An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes." The right herein granted shall be especially subject to any general plan or system of irrigation that may hereafter be established by law.

SECTION 3. As compensation for the use of the water herein granted, the grantee shall pay yearly in advance to the Treasurer of Porto Rico, for the use of The People of Porto Rico, the sum of twenty five dollars ($25); the first annual payment to be made within fifteen days after the approval of this ordinance by the Governor of Porto Rico.

SECTION 4. Should the grantee at any time fail to make said annual payment, or cease to use the water for a year and a day, or should it use said water for any purpose other than as herein authorized, then this concession shall ipso facto become forfeited and of no further force and effect. The Commissioner of the Interior or his agents, shall have the right at any and all times to inspect the work herein authorized.

Done in open session of the Executive Council of Porto Rico, this the 31st day of October, A D. 1907.

(Signed) W. F. WILLOUGHBY
President of the Executive Council.

Approved this 2nd day of November, A. D. 1907.

(Signed) RÉGIS H. POST
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, W. F. Willoughby, secretary of Porto Rico, do hereby certify that the foregoing two printed pages are a true copy of an ordinance entitled "An ordinance granting to the Central Eureka Inc., its successors and assigns, the right to take and use 2,000 gallons of water per minute from the river Rosario, for industrial purposes, in the municipal district of Mayagüez," as the said ordinance appears upon the official record in my custody of the proceedings of the executive council of Porto Rico, at a meeting held on the 31st day of October, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 2d day of November, A. D. 1907, as appears by the official records in this office.

In witness whereof I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this the 5th day of November in the year of our Lord 1907, and of the independence of the United States the one hundred and thirty-second.

[SEAL.] W. F. WILLOUGHBY,
Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., November 5, 1907.

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico, October 31, 1907, entitled "An ordinance granting to The Enri-

queta Land Company, its successors and assigns, the right to take and use 100 liters of water per second from the brook Ancones for irrigation purposes in the municipal district of Arroyo," approved November 2, 1907.

I have the honor to be, sir, your obedient servant,

W. F. WILLOUGHBY, *Secretary.*

AN ORDINANCE Granting to The Enriqueta Land Company, its Successors and assigns, the right to take and use one hundred liters of water per second from the brook Ancones for irrigating purposes, in the municipal district of Arroyo.

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That the right and privilege are hereby granted to The Enriqueta Land Company, its successors and assigns, to take and use one hundred (100) liters of water per second from the Brook Ancones in the Municipal District of Arroyo, for the irrigation of twenty five cuerdas of cane lands of the plantation "Enriqueta", the boundaries of which are as follows: on the North, by the Hacienda "Palma" of Fantauzzi Hermanos: on the West, by lands of Sucesion of Don Eduardo Cervoni and The Hacienda "Teresa" of Sucesion Mariani: on the South, by the lands of Doña Axelina Murdock de Mc-Cormick: and on the East, by lands of the Sucesion of Don Sebastian Muñoz Rivera.

SECTION 2. This franchise is granted subject to the prior rights of third persons, and subject also, to all the terms and provisions of Section 3 of the Joint Resolution of Congress, approved May 1, 1900, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the act approved April twelfth, nineteen hundred, entitled: "An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes." The right herein granted shall be especially subject to any general plan or system of irrigation that may hereafter be established by law.

SECTION 3. As compensation for the use of the water herein granted, the grantee shall pay yearly in advance to the Treasurer of Porto Rico, for the use of The People of Porto Rico, the sum of thirty cents per cuerda of the land above described; the first annual payment to be made within fifteen days after the approval of this ordinance by the Governor of Porto Rico.

SECTION 4. Should the grantee at any time fail to make said annual payment, or cease to use the water for a year and a day, or should it use said water for any purpose other than as herein authorized, then this concession shall ipso facto become forfeited and of no further force and effect. The Commissioner of the Interior or his agents, shall have the right at any and all times to inspect the work herein authorized.

Done in open session of the Executive Council of Porto Rico, this the 31st day of October A. D. 1907.

(Signed) W. F. WILLOUGHBY
President of the Executive Council.

Approved this 2nd day of November A. D. 1907.

(Signed) RÉGIS H. POST
Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, W. F. Willoughby, secretary of Porto Rico, do hereby certify that the foregoing two printed pages are true copy of an ordinance entitled "An ordinance granting to The Enriqueta Land Company, its successors and assigns, the right to take and use 100 liters of water per second from the Brook Ancones, for irrigation purposes, in the municipal district of Arroyo," as the said ordinance appears upon the official record in my custody of the proceedings of the executive council of Porto Rico, at a meeting held on the 31st day of October, A. D. 1907. I further certify that the said ordinance was duly approved by the governor of Porto Rico on the 2d day of November, A. D. 1907, as appears by the official records in this office.

In witness whereof, I have hereunto set my hand and caused to be affixed the great seal of Porto Rico at the capital, on this the 5th day of November, in the year of our Lord 1907 and of the independence of the United States the one hundred and thirty-second.

[SEAL.] W. F. WILLOUGHBY,
Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., November 19, 1907.

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress, entitled "An act temporarily to provide revenue and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted to the executive council of Porto Rico, November 16, 1907, entitled "An ordinance granting to the Robert Graham Company the right to rebuild, maintain, and operate a public pier in the harbor of San Juan, at or near Pueblo Viejo," approved November 18, 1907.

I have the honor to be, sir, your obedient servant,

D. A. SKINNER, *Acting Secretary.*

AN ORDINANCE Granting to The Robert Graham Company the right to rebuild, maintain and operate a public pier in the Harbor of San Juan, at or near Pueblo Viejo.

Be it enacted and ordained by the Executive Council of Porto Rico:

SECTION 1. That there is hereby granted to The Robert Graham Company, a corporation organized under the laws of Porto Rico, its successors and assigns, the right and privilege to rebuild, maintain and operate, as a public pier, a pier now owned by said Company, located on the harbor shore of San Juan, near Pueblo Viejo, as indicated on a plan or drawing accompanying the application of the Company filed with the Executive Council, and as further shown on the hydrographic map of San Juan harbor; and also the right to use such portion of the harbor front or shore as may be necessary for

the proper use of said pier, including also the right of occupying the zone of public servitude contiguous to said pier, in so far as such occupancy is necessary or proper in conection with the use of said pier, together with the right of ingress to and egress from the same as to any rights which the People of Porto Rico may have therein.

SECTION 2. The grantee, its successors and assigns, hereafter, during the term of this franchise, shall pay to the Treasurer of Porto Rico insular and municipal taxes, the basis of the said taxes to be the actual value of the pier and other structures to be constructed, and not less than the cost of construction thereof. Nothing in this franchise shall be construed to exempt any vessel using the pier of the grantee from the payment of harbor or wharf dues now imposed or that may hereafter be imposed by law.

SECTION 3. This franchise shall be accepted by the grantee in writing, filed with the Executive Council, within thirty days after its approval by the Governor of Porto Rico; and within sixty days after the filing of such acceptance, the plans and application for the rebuilding, maintenance and operation of said pier and other structures shall be submitted to the Secretary of War, under the Act of Congress, approved June 11, 1906, hereinafter mentioned.

SECTION 4. The grantee may obtain authorization from the Secretary of War to extend the shore front into the water at the point where the said pier is located, by reclaiming the land in front of such shore front, but the government of Porto Rico hereby expressly reserves its ownership in and to the land so to be reclaimed, in accordance with Section 13 of the Act of Congress, approved April 12, 1900, entitled "An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes;" provided that the grantee and its successors and assigns shall have the right to use and occupy all lands which may be so reclaimed during the time of this franchise or any extension thereof.

SECTION 5. Before the re-construction and maintenance of the pier as a public pier shall be begun, the grantee, through the Commissioner of the Interior, shall submit plans to the Executive Council for approval, showing the exact location of the pier and other necessary details regarding the contemplated use of the shore front in connection with the pier and other structures hereby authorized to be built or maintained.

SECTION 6. That the term "grantee" as herein used shall be held to extend to and include The Robert Graham Company, its successors and assigns, and in case of the transfer by the grantee, either by its own act or by act of law, of the property and property rights acquired hereunder, the purchaser or assignee shall be bound by all of the terms hereof of every name and nature. But it is expressly understood and agreed that this franchise shall not be transferred or assigned without the specific consent of the Executive Council.

SECTION 7. The duration of this franchise shall be twenty years from the date of its approval by the Governor of Porto Rico.

SECTION 8. The grantee hereby agrees to permit free access to and egress from said pier on the part of the public over any road leading to said pier, in so far as said road lies upon or traverses any property owned or controlled by said grantee.

SECTION 8. This franchise is granted subject to all of the terms and conditions of Section 3 of the Joint Resolution of the Congress of the

United States, approved May 1, 1900, entitled "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the act approved April 12, 1900, entitled "An Act temporarily to provide revenues and a civil government for Porto Rico, and other purposes." This franchise is also subject to all of the provisions of the Act of Congress, approved June 11, 1900, entitled "An Act to empower the Secretary of War, under certain restrictions, to authorize the construction, extension and maintenance of wharves, piers and other structures on lands underlying harbor areas and navigable streams and bodies of waters in or surrounding Porto Rico, and the islands adjacent thereto."

Done in open session of the Executive Council of Porto Rico, this 16th day of November, nineteen hundred and seven.

(Signed) R. DEL VALLE,
President pro tempore of the Executive Council.

Approved this 18 day of November, 1907.

(Signed) W. F. WILLOUGHBY,
Acting Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, D. A. Skinner, acting secretary of Porto Rico, do hereby certify that the foregoing five printed pages are a true copy of an ordinance entitled "An ordinance granting to The Robert Graham Company the right to rebuild, maintain, and operate a public pier in the harbor of San Juan, at or near Pueblo Viejo," as the said ordinance appears upon the official record in my custody of the proceedings of the Executive Council of Porto Rico at a meeting held on the 16th day of November, A. D. 1907. I further certify that the said ordinance was duly approved by the acting governor of Porto Rico on the 18th day of November, A. D. 1907, as appears by the official records in this office.

In witness whereof I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this, the 19th day of November, in the year of our Lord 1907, and of the Independence of the United States the one hundred and thirty-second.

[SEAL.] D. A. SKINNER,
Acting Secretary of Porto Rico.

Franchises granted by the Executive Council of Porto Rico under the provisions of the act of April 12, 1900.

An ordinance repealing "An ordinance granting to Ramon Caballero y Garcia, his heirs, successors, and assigns, the right to use for irrigation purposes twenty-five liters of water per second from a small stream which runs through his property in the barrio of Rio Jueyes, municipal district of Salinas."

An ordinance granting to Turiano Rivera, his heirs, successors, and assigns, a revocable permit to establish a ferry service for the transportation of vehicles, animals, passengers, and commodities across the Camuy River, along the route of the road connecting the two municipalities of Hatillo and Camuy.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., November 25, 1907.

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico November 16, 1907, entitled "An ordinance repealing 'An ordinance granting to Ramon Caballero y Garcia, his heirs, successors, and assigns, the right to use for irrigation purposes 25 liters of water per second from a small stream which runs through his property in the barrio of Rio Jueyes, municipal district of Salinas,'" approved November 22, 1907.

I have the honor to be, sir, your obedient servant,

D. A. SKINNER, *Acting Secretary.*

AN ORDINNACE Repealing "An ordinance granting to Ramon Gaballero y Garcia, his heirs, successors, and assigns, the right to use for irrigation purposes twenty-five liters of water per second from a small stream which runs through his property in the barrio of Rio Jueyes, municipal district of Salinas."

Whereas the Executive Council of Porto Rico on June 21, 1906, granted an ordinance entitled "An ordinance granting to Ramón Caballero y García, his heirs, successors and assigns, the right to use for irrigation purposes twenty-five liters of water per second from a small stream which runs through his property in the Barrio of Río Jueyes, municipal district of Salinas," under the terms of which the grantee was authorized to take and use twenty-five liters of water per second from a small stream called "Quebrada Honda" or "Los Caballeros," running through the estate of the grantee known as "El Retiro," situated in the Barrio of Río Jueyes, municipal district of Salinas, for the purpose of irrigating fifty cuerdas of land of the said estate; and

Whereas section 3 of said ordinance provides that the grantee shall pay yearly in advance to the Treasurer of Porto Rico, for the use of the People of Porto Rico, the sum of thirty (30) cents per cuerda for each of the said cuerdas to be irrigated; and

Whereas the grantee has failed to make the payments so required, notwithstanding the fact that he has been repeatedly called upon so to do by the Treasurer of Porto Rico,

Now, therefore, be it enacted by the Executive Council of Porto Rico:

SECTION 1. That the said ordinance entitled "An ordinance granting to Ramón Caballero y García, his heirs, successors and assigns, the right to use for irrigation purposes twenty-five liters of water per second from a small stream which runs through his property in the Barrio of Río Jueyes, municipal district of Salinas," passed by the

Executive Council June 21, 1906, and approved by the Governor of Porto Rico June 23, 1906, be, and the same is hereby, repealed.

Done in open session of the Executive Council of Porto Rico this sixteenth day of November, A. D. 1907.

(Signed) R. DEL VALLE,
President pro tempore of the Executive Council.

Approved this 22nd day of November, A. D. 1907.

(Signed) W. F. WILLOUGHBY,
Acting Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, D. A. Skinner, acting secretary of Porto Rico, do hereby certify that the foregoing two printed pages are a true copy of an ordinance entitled "An ordinance repealing 'An ordinance granting Ramón Caballero y García, his heirs, successors, and assigns, the right to use for irrigation purposes twenty-five liters of water per second from a small stream which runs through his property in the barrio of Río Jueyes, municipal district of Salinas,'" as the said ordinance appears upon the official record in my custody of the proceedings of the executive council of Porto Rico, at a meeting held on the 16th day of November, A. D. 1907. I further certify that the said ordinance was duly approved by the acting governor of Porto Rico on the 22d day of November, A. D. 1907, as appears by the official records in this office.

In witness whereof, I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this 22d day of November in the year of our Lord 1907, and of the Independence of the United States the one hundred and thirty-second.

[SEAL.] D. A. SKINNER,
Acting Secretary of Porto Rico.

OFFICE OF THE SECRETARY OF PORTO RICO,
San Juan, P. R., November 25, 1907.

SIR: In accordance with section 32 of an act of Congress entitled "An act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes," approved April 12, 1900, I have the honor to transmit herewith, to be reported to Congress, two certified copies of a franchise granted by the executive council of Porto Rico, November 21, 1907, entitled "An ordinance granting to Turiano Rivera, his heirs, successors, and assigns, a revocable permit to establish a ferry service for the transportation of vehicles, animals, passengers, and commodities across the Camuy River, along the route of the road connecting the two municipalities of Hatillo and Camuy," approved November 22, 1907.

I have the honor to be, sir, your obedient servant,

D. A. SKINNER, *Acting Secretary.*

The honorable the SECRETARY OF THE INTERIOR,
Washington, D. C.

AN ORDINANCE Granting to Turiano Rivera, his heirs, successors and assigns, a revocable permit to establish a ferry service for the transportation of vehicles, animals, passengers and commodities across the Camuy River, along the route of the road connecting the two municipalities of Hatillo and Camuy.

Be it ordained and enacted by the Executive Council of Porto Rico:

SECTION 1. That a revocable permit is hereby granted to Turiano Rivera, his heirs, successors and assigns, to maintain a ferry service across the Camuy River along the right of the public road connecting the municipalities of Camuy and Hatillo, for the purpose of transporting vehicles, animals, passengers and commodities.

SECTION 2. That grantee shall charge for the service to be rendered by said ferry, sums not to exceed the following: Per coach or automobile 15 cents; per cart 12 cents; per horse and rider 3 cents; per head of cattle 2 cents; per pedestrian 1 cent.

SECTION 3. This revocable permit is granted subject to all the terms and conditions of Section 3 of the Joint Resolution of Congress, entitled: "Joint Resolution to provide for the administration of civil affairs in Porto Rico pending the appointment and qualification of the civil officers provided for in the act approved April twelfth, nineteen hundred, entitled, 'An Act temporarily to provide revenues and a civil government for Porto Rico, and for other purposes,'" approved May 1, 1900.

Done in open session of the Executive Council of Porto Rico, this the 21st day of November, A. D. 1907.

(Signed) R. DEL VALLE,
President pro tempore of the Executive Council.

Approved this the 22nd day of November, A. D. 1907.

(Signed) W. F. WILLOUGHBY,
Acting Governor of Porto Rico.

THE PEOPLE OF PORTO RICO.

OFFICE OF THE SECRETARY.

I, D. A. Skinner, acting secretary of Porto Rico, do hereby certify that the foregoing two printed pages are a true copy of an ordinance entitled "An ordinance granting to Turiano Rivera, his heirs, successors, and assigns, a revocable permit to establish a ferry service for the transportation of vehicles, animals, passengers, and commodities across the Camuy River, along the right of the road connecting the two municipalities of Hatillo and Camuy," as the said ordinance appears upon the official record in my custody of the proceedings of the Executive Council of Porto Rico at a meeting held on the 21st day of November, A. D. 1907. I further certify that the said ordinance was duly approved by the acting governor of Porto Rico on the 22d day of November, A. D. 1907, as appears by the official records in this office.

In witness whereof, I have hereunto set my hand and caused to be affixed the great seal of Porto Rico, at the capital, on this 22d day of November, in the year of our Lord 1907, and of the independence of the United States the one hundred and thirty-second.

[SEAL.] D. A. SKINNER,
Acting Secretary of Porto Rico.

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FINDINGS IN CASE OF ANNA R. WIDMAYER AND EDGAR H. BATES

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ANNA R. WIDMAYER AND EDGAR H. BATES AGAINST THE UNITED STATES

DECEMBER 5, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 4, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact and opinion filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11389. Decided November 11, 1907. Anna R. Widmayer and Edgar H. Bates *v.* The United States et al.]

STATEMENT OF CASE.

The following bill was referred to the court on the 27th day of April, 1904, by resolution of the United States Senate under an act of Congress approved March 3, 1883, known as the Bowman Act.

[S. 2303, Fifty-eighth Congress, second session.]

A BILL For the relief of Anna R. Widmayer and Edgar H. Bates.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the sum of ten thousand dollars be, and the same is hereby, appropriated to pay Anna R. Widmayer, of Washington, District of Columbia, widow of John Widmayer, and Edgar H. Bates, of New York, father of Millard F. Bates, each the sum of five thousand dollars on account of the killing of said John Widmayer and said Millard F. Bates by the destruction of the Northern Liberty market house in eighteen hundred and seventy-two by the public authorities of the District of

Columbia, said two sums to be paid out of the revenues of the District of Columbia: *Provided*, That upon the payment of said sum the said Anna R. Widmayer and Edgar H. Bates, or their personal representatives, shall each execute a receipt in full for all claims for or on account of the deaths, respectively, of said John Widmayer and Millard F. Bates.

The claimants appeared and filed their petition in this court September 19, 1904.

The case was brought to a hearing on loyalty and merits on the 8th day of June, 1906. John J. Hemphill, esq., appeared for the claimants, and the Attorney-General, by Robert A. Howard, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I.

Large public market houses formerly stood on a reservation at the intersection of Seventh and Eigl. streets with K street and Massachusetts avenue NW., in the city of Washington, D. C. The buildings were erected and owned by the city, and the stalls or stands were sold or leased to numerous individuals for market purposes, and were so occupied on September 3, 1872, by persons engaged in that business who had received licenses as stall holders from the city authorities.

II.

The Board of Public Works created by act of Congress (16 Stats., 419, sec. 37) was, in 1872, engaged in making extensive public improvements in the city of Washington, and found that these houses and sheds constituted a serious obstruction to the work then in progress.

III.

To avoid delay in carrying out these public improvements and possible litigation with the stall holders therein the Board of Public Works removed the market buildings under an order issued by Alex. R. Shepherd, vice-president of the board, in which the superintendent of public works was directed to remove the buildings and sheds belonging to the Northern Market and to store all private property therein in the reservation "west of one now occupied by the market," and to remove the fixtures to the sheds in course of erection on Corcoran Square. No notice was given to the stall holders that the market houses would be removed.

IV.

Some of the brick walls of the market houses were left standing until the day following the removal on the night of September 3, 1872.

V.

After the removal of the buildings stall holders appeared on the premises, and among this number was John Widmayer, a butcher and stall holder in the market, who entered therein to remove any of his belongings that might not have been removed from the ruins pursuant to the order. While said John Widmayer was so engaged in the effort to remove his racks and hooks a large section of a heavy brick wall of the market house which had been left standing on the previous night fell without warning, overwhelming said John Widmayer and Millard F. Bates, a minor who had accompanied him; and when the two were dug out from under the brick and mortar it was found that both had been killed by the falling wall. It does not appear that Bates was in the employ of Widmayer, but that he voluntarily entered the premises with Widmayer, and that both voluntarily entered with knowledge that the wall was standing unsupported, and in the exercise of ordinary care both should have known that the same was liable to fall.

VI.

On the night the market building was destroyed the police force of the city of Washington were called on to protect the laborers engaged in pulling down the buildings. No police were on hand on the following day at the time of the killing of Widmayer and Bates, and no rope had been placed around the partly destroyed building and no barriers had been erected and no step taken to warn the public of the danger from the walls left standing.

VII.

John Widmayer at the time he was killed was 42 years of age, in good health, and had been a successful business man and supported his family in comfort. He left surviving him a widow, who is the petitioner, and seven children. Nothing was ever paid on account of his death.

VIII.

Millard F. Bates was a minor at the time he was killed, being 14 years of age, and was the youngest son of petitioner Bates. Nothing has been paid to the family of this minor child on account of his death.

IX.

From the foregoing recitals of fact the court finds the ultimate fact to be, in so far as it is a question of fact, that the matter referred by this bill does not constitute a legal or equitable claim against either the District of Columbia or the United States.

OPINION.

Howry, *J.*, delivered the opinion of the court:

The jurisdiction of the court exists under an act approved March 3, 1883, commonly known as the Bowman Act (22 Stats., 485). Its

object is well expressed by its title, "An act to afford assistance and relief to Congress and the executive departments in the investigation of claims and demands against the Government;" and the first section is designed to relieve Congress and the committees of those bodies from the inconvenience and labor incident to the investigation of claims and demands founded upon supposed legal rights against the Government. The further object of the act is to secure to the Government the protection of judicial investigation and the consideration of such defenses as may be presented by the Attorney-General and those whom he may select to aid him. These defenses involve pleadings and the examination of witnesses and the procurement of such record evidence pertaining to the matter in hand as the archives of the Government may disclose upon the call of the court. Every claim has the benefit of opposing counsel to cross-examine witnesses offered by claimants; to procure evidence for the Government in rebuttal if it exists, and to arrive at the truth by all those means usual in courts of justice to bring to light all there is in the case. It goes without saying that Government interests are less likely to suffer where testimony can be sifted in a court of law than in an investigation not judicial in character, because the person interested in the prosecution of a claim before a committee is generally represented by counsel, where the Government is not and, in the nature of things, can not well be.

The act under which this reference is made and the extension of that act by the subsequent act of March 3, 1887, commonly known as the Tucker Act (24 Stats., 505), are founded upon the necessities of Congress in the discharge of legislative functions. The Congress may investigate, it is true, as well as appropriate; and this was the practice of the legislative branch, through their committees, before the passage of the acts in question, because of the right of the citizen to petition for redress of his grievances. This is a constitutional right (*Amend. I of the Constitution*). Though the Congress may and will continue to investigate by their committees such matters as to them may seem proper and make appropriations thereon, the expediency of employing this court to assist them in the premises has not been questioned. It is too clear to admit of misunderstanding that Congress intended by the act before us to authorize either House and any committee to obtain the services of the court in ascertaining the facts in any matter or business pending before them. *Taylor* v. *United States* (25 C. Cls. R., 75).

Congress have complete legislative control of the District of Columbia. Assuming sole legislative authority over District affairs the Congress deny to citizens of the District the right to vote, or to levy taxes, or to appropriate money, or to incur debt or do any other thing that may or can be done by a city or a county as an integral entity of a State. Any person having legislative business connected with the District is compelled to apply to Congress (*Art. 1, sec. 8, Cons. of the United States*). Under these circumstances there can be no doubt of the jurisdiction of the court to investigate and report a case for such action as Congress may take.

Precluded as the court is from deciding issues of law pertaining to liability, this report can neither be taken as a judgment nor as an award. Neither is it a recommendation for the payment of anything. It is merely a recital of the proven facts. These facts in their relation

to the law only constitute material to enable Congress to create a liability by way of gift at discretion. Consequently, no vested right can be considered as acquired by the recital of the facts. As the matter before us is not a legal or equitable demand against the District of Columbia or the General Government, it is for Congress to proceed with the matter as an act of charity if at all, and by way of exception to the policy of the Government in such cases. The amount of an appropriation, if any shall be made, also rests with Congress. For this reason, and because the demand is not a legal or equitable claim, the court can not estimate an amount.

The findings of the court will be transmitted to Congress, together with a copy of this opinion.

By THE COURT.

Filed November 11, 1907.
A true copy.
Test this 22d day of November, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session } SENATE { DOCUMENT 59

FINDINGS IN CASE OF ELIZABETH V. BELT, ADMINISTRATRIX OF ALFRED C. BELT

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ELIZABETH V. BELT, ADMINISTRATRIX OF ALFRED C. BELT, DECEASED, AGAINST THE UNITED STATES

DECEMBER 5, 1907.—Referred to the Committee on Claims and ordered to be printed

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COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 4, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11567. Elizabeth V. Belt, administratrix of the estate of Alfred C. Belt, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for rent and for stores and supplies alleged to have been furnished to or taken by the military forces of the United States for the Army during the late civil war.

On May 6, 1904, the United States Senate, by resolution, referred to the court under the provisions of the act of March 3, 1887, a bill, of which the following is a copy:

"[S. 43, Fifty-eighth Congress, first session.]

"A BILL For the relief of Miss L. V. Belt, administratrix of Alfred C. Belt, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to Miss L. V. Belt, administratrix of her father, Alfred C. Belt, deceased, ten thousand six hundred and eighy-four dollars, for claim originating in Montgomery County, Maryland, for supplies and stores and rent of land occupied by the military forces of the United States, the supplies and stores being taken for their use and not paid for; the said sum being in full for and the receipt of the same to be taken and accepted in full and final discharge of said claim."

The claimant appeared in this court and filed her petition, in which she makes the following allegations:

That she is the administratrix of the estate of Alfred C. Belt, deceased, who resided in Loudoun County, Va., during the late civil war; that her decedent rented and was in possession of and cultivated Harrisons Island in the Potomac River, Montgomery County, Md., during said war; that during said war the military forces of the United States, for the use of the Army, took possession of the island, and took therefrom stores and supplies as hereinafter set forth; that the claim now presented is for rent and for stores and supplies as follows:

14 horses, at $150	$2,100
500 bushels of wheat and the straw ricks, at $2.50 per bushel	1,250
300 bushels oats, at 75 cents bushel	225
20 tons timothy hay, at $30	600
500 barrels corn, at $4	2,000
For rent of Harrisons Island, two years (470 acres, worth $80 per acre, or $37,600, at 6 per cent per annum), the buildings all being occupied and the house used for hospital	4,509
Total	10,684

That the above claim was presented to the Quartermaster-General in November, 1874, by her decedent, but that the same was disallowed by that officer on the ground that he was not satisfied that the claim was just.

The case was brought to a hearing on loyalty and merits on the 31st day of January, 1907.

Raleigh Sherman, esq., appeared for the claimant, and the Attorney-General, by Felix Brannigan, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedent, Alfred C. Belt, was loyal to the Government of the United States throughout the late civil war.

II. During the war for the suppression of the rebellion the military forces of the United States, for the use of the Army, took from the farm of claimant's decedent on Harrisons Island, in the Potomac River, Montgomery County, Md., property of the kind and character described in the petition, and used the house situate thereon for hospital purposes for a period of about two years. The reasonable value of the property so taken, together with the rental value of the land and buildings described in the petition, was the sum of twenty-nine hundred and seventy dollars ($2,970), no portion of which appears to have been paid.

III. A claim for the property herein was presented to the Quartermaster-General in November, 1874, but by that officer disallowed because he was unable to certify that he was convinced of the loyalty of the claimant's decedent or that the claim was just.

By THE COURT.

Filed March 11, 1907.

A true copy.

Test this 4th day of December, A. D. 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 60.

REPORT OF GEORGETOWN GASLIGHT COMPANY FOR YEAR ENDED DECEMBER 31, 1906.

LETTER FROM MR. ROBERT L. MIDDLETON, TRANSMITTING THE ANNUAL REPORT OF THE GEORGETOWN GASLIGHT COMPANY FOR THE YEAR ENDING DECEMBER 31, 1906.

DECEMBER 9, 1907.—Referred to the Committee on the District of Columbia and ordered to be printed.

OFFICE OF THE GEORGETOWN GASLIGHT COMPANY,
Washington, D. C., December 4, 1907.

SIR: I have the honor to transmit herewith a detailed statement of the business of the Georgetown Gaslight Company, together with a list of stockholders, for the year ending December 31, 1906.

Very respectfully,

ROBERT L. MIDDLETON,
Secretary and General Manager.

Hon. CHARLES W. FAIRBANKS,
Vice-President, United States Senate.

DETAILED STATEMENT OF BUSINESS.

Actual cost to December 31, 1906, of property used in the conduct of the business of the company	$340,014.60
Present value of property used in conduct of the business of the company as found by the report of the auditor of the supreme court of the District of Columbia, October 30, 1907	470,777.30
Amount of paid-up capital stock	150,000.00
Amount and character of the indebtedness of the company:	
6,000 shares capital stock, at $25 per share	150,000.00
Bills payable—loans from bank for extension of works	48,000.00
Accounts payable, current	7,826.01
Amount and cost of materials used in making gas:	
Coal, 8,067.970 tons, cost	28,727.49
Oil, 108,160 gallons, cost	6,565.24
Lime and purifying materials and handling	723.34
Amount of gas manufactured, 79,534,700 cubic feet.	
Amount of gas sold, 68,280,420 cubic feet.	
Average price per 1,000 cubic cubic feet received for gas sold, $1.22848.	
Revenue from sale of all by-products:	
Coke	14,835.45
Tar	4,629.72
Ammoniacal liquor	478.52
Revenue from all other sources	3,171.10

Extension and improvements made in plant and works; actual cost of same during year 1906:	
Extension of works	$4,634.85
Extension of street mains	5,460 94
Real estate purchased for extension of works	6,816.20
Amount expended for labor	23,842.45
Amount paid for interest on borrowed money	2,032.51
Amount paid in dividends	15,000.00
Surplus for year after paying the operating expenses and dividends	9,196.96

The following is a statement of the operating expenses of the company for the year ending December 31, 1906:

Cartage	$1,843.50
Salaries	7,881.56
Coal	28,727.49
Oil	6,565.24
Stokers	13,622.75
Repair and maintenance of works	6,798.36
Repair and maintenance of lamps	1,168.31
Repair of street mains	379.32
Laboratory	293.93
Lamp lighters' wages	1,054.50
Meter repairs and expenses	723.34
Purification, lime, and oxide	734.34
Insurance	591.39
Water tax	50.32
General expenses	1,836.33
General taxes	5,484.18
Worthless accounts charged off	42.75
	.77,516.85

NOTE.—In addition to the above current expenses of operation there was expended during the year for—	
Interest on money borrowed for extension of works	2,032.51
Special examination of accounts	3,250.00

DISTRICT OF COLUMBIA, *City of Washington, ss:*

Personally appeared before me this 5th day of December, 1907, Robert L. Middleton, secretary and general manager of the Georgetown Gaslight Company, and subscribed and made oath that the foregoing statement is true and correct.

In testimony whereof I have hereunto set my hand and affixed my seal this 5th day of December, 1907.

[SEAL.]

ALFRED B. DENT,
Notary Public.

Statement of stockholders of the Georgetown Gaslight Company, December 31, 1906.

	Shares.		Shares.
Adler, M. J	27	Dickson, Henry	252
Arms, John Taylor	25	Deeble, W. Riley	5
Brown, S. Thomas	19	Deeble, Cora B	1
Bromwell, Mrs. Frances R. R	30	Edes, Home	79
Bailey, Chas. B	3	Fowler, Theodore, jr	8
Brown, Mrs. Edith L	1	Freeman, Mary E	49
Cropley, G. W	5	Girard Life Insurance Annuity and Trust Co., The, in trust for John Hemphill, et al	24
Chapin, Mary L	5		
Clagett, Henrietta E., trustee	20		
Cammack, John	474	Griffith, Elizabeth C	121
Caldwell, Mrs. Sarah A	24	Griffin, Eleanor H	12
Dwight, Junia K	6	Gaegler, Anthony	28

Statement of stockholders of the Georgetown Gaslight Company—Continued.

	Shares.
Hunsworth, Caroline G	14
Hume, Mary E	7
Home Missionary Society of Philadelphia, The	2
Hume, A. Pickrell	7
Judson, Mrs. Elizabeth Boyce	53
Kengla, Henry	13
Kickham, Mrs. Jane E	56
Knowles, Thomas	5
Kurtz, Miss Jane M	40
Keliher, Thomas F	5
Keliher, James A	5
Keliher, Mary E	5
Keliher, Anna C	5
Keliher, Margaret J	6
Leetch, Wm. A	5
Lutz, Ida Fechtig	17
Ladies' Aid Society of the Presbyterian Hospital of Philadelphia	1
Marbury, John, jr	51
Matthews, Charles M., trustee for Mrs. Mary C. Dorsett	48
Mackall, Louis, jr	10
Merrick, Laura T	26
Myers, Fannie I	20
Mackall, Louis	25
Mearns, Wm. A	10
McLean, John R	3,570
Newman, T. Albert	15
Nicolson, George L	3
National Safe Deposit Savings and Trust Co., in equity, No. 26094, for Alice A. McLeod	10
National Safe Deposit Savings and Trust Co., in equity, No. 26094, for Ida S. Wilcox	10
Oettinger, H	5
Orme, Wm. B	4
Potomac Insurance Co. of the District of Columbia, The	53
Prevost, Harriet C	6
Porter, Jane B	6
Phillips, Saml. L	50
Ratcliffe, Mrs. Jane E	15
Remick, Timothy	15
Read, Miss Jane	4
Riley, Miss Mary Anna	48
Rytber, Margaret R	1
Richardson, Wm. A	47
Rey, Marie V	7
Richardson, Mrs. Sarah R	7
Risque, John P	5
Risque, J. B	11
Richardson, Mary A	8
Speiser, Maria	4
Speiser, Arabella M	1
Sullivan, W. D	6
Stevens, F. O	55
Snyder, Arthur A	14
Seymour, Virginia C	10
Thomas, Mrs. Annie C	25
Von Dachenhausen, Mrs. M. E	12
Weaver, Robert D	59
Weaver, Wm. M	51
Weaver, Henry E	49
Weaver, John T	49
Waters, Jos. G	2
Williams, Charles P	20
Yarnell, John K	33
Young, Geo. W	56
Total	6,000

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 61.

ISSUE OF PATENTS IN FEE TO PURCHASERS OF INDIAN LANDS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE HIM TO ISSUE PATENTS IN FEE TO PURCHASERS OF INDIAN LANDS UNDER ANY LAW NOW EXISTING OR HEREAFTER ENACTED.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: The law authorizing the sale of Indian lands, inherited or otherwise, is covered by a number of acts, the effect of which has been very unsatisfactory. They do not work to the best advantage either of the purchaser or of the Indian who owns the land or the use of it. Practically all the legislation now in the Statutes provides that a conveyance shall be made by the Indian heir or allottee, and that the conveyance, when approved by the Secretary of the Interior, shall convey the fee. All the acts provide that the conveyance and sale shall be made under regulations and on terms and conditions to be prescribed by the Secretary of the Interior, yet the formalities to be observed in the conveyance of these lands are cumbersome and oftentimes deter the prospective purchasers from offering as much for the land as they would give if the character of the title and the manner of sale were simplified, or at least made to comply more nearly with the usual conveyance of title and the methods observed in transferring land from the United States.

I am of the opinion that it would be to the best interests of everyone if all the acts relating to the sale of lands, inherited or otherwise, were modified and a measure passed changing the procedure in all cases where the present law permits the sale of lands, and providing that the purchaser shall have a patent in fee simple from the United States rather than an approved deed from the allottee or the allottee's heirs.

I would simplify as much as possible the formalities to be observed in conveying the lands of minors, insane, and mentally incompetent persons, and make it apparent to all concerned that the conveyance was valid and free from any objection. I do not believe it to be good policy or wise law to terminate the trust of the United States by the sale of the allotted lands, but do believe that the trust affecting the lands should be allowed to follow the funds arising from the sale to be conserved for the use and benefit of the Indians.

The inclosed draft of a bill, if enacted into law, would make possible the changes which I have suggested and would be to the benefit of the Indian grantor, as well as to his grantee, and would obviate any doubt that might exist as to the validity of title conveyed when the lands of deceased or noncompetent Indians are sold under authority of existing law.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to issue patents in fee to purchasers of Indian lands under any law now existing or hereafter enacted.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the lands, or any part thereof, allotted to any Indian, or any inherited interest therein, which can be sold under existing law, except the lands of the Five Civilized Tribes in Indian Territory, may be sold on the petition of the allottee or heirs, on such terms and conditions and under such regulations as the Secretary of the Interior may prescribe; and the lands of any minor or other person laboring under a legal disability may be sold in the same manner but only on petition of the natural guardian as to infants and on the petition of an officer designated for the purpose by the Secretary of the Interior in the case of persons laboring under a legal disability and orphans without natural guardians: *Provided,* That the proceeds derived from all sales hereunder shall be used for the benefit of the allottee or heir so disposing of his interest, under the supervision of the Commissioner of Indian Affairs, or devoted to purposes heretofore directed by Acts of the Congress: *And provided further,* That upon the approval of any sale hereunder by the Secretary of the Interior, he shall cause a patent in fee to issue in the name of the purchaser for the lands so sold; and the issuance of such patent shall operate as a cancellation of any trust or other patent issued in the name of the original allottee. All Acts or parts of Acts in conflict herewith are hereby repealed.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 62.

LAND PATENT FOR DIRECTORS OF SCHOOL DISTRICT 36, KNOX COUNTY, NEBR.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE HIM TO ISSUE PATENT IN FEE SIMPLE FOR CERTAIN LANDS OF THE SANTEE RESERVATION, IN NEBRASKA, TO THE DIRECTORS OF SCHOOL DISTRICT NO. 36, IN KNOX COUNTY, NEBR.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: There is inclosed herewith draft of a bill authorizing the Secretary of the Interior to convey to the board of directors of school district No. 36, Knox County, Nebr., by patent in fee simple, the northwest quarter of the southwest quarter of the southeast quarter of the northwest quarter of section 13, township 33 north, range 5 west of the 6th principal meridian, Nebraska, at present a part of the lands reserved on the Santee Reservation for agency purposes.

It appears that school district No. 36, Knox County, Nebr., wants to erect a school-house, but has no land upon which to build, and the county will not authorize the erection of a building on Government or Indian lands.

As this land is reported as practically worthless to the agency because of its location, no disadvantage will be occasioned by its occupation for public school purposes, but, on the contrary, it will undoubtedly be of benefit to the Indians as well as to the white residents of that vicinity. I therefore recommend that the bill receive favorable consideration.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to issue patent in fee simple for certain lands of the Santee Reservation, in Nebraska, to the directors of school district numbered thirty-six, in Knox County, Nebraska.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized to issue patent in fee simple to the directors of school district numbered thirty-six, Knox County, Nebraska, for a tract of not exceeding two and one-half acres from the lands reserved for the Santee Agency, Nebraska, described as the northwest quarter of the southwest quarter of the southeast quarter of the northwest quarter of section thirteen, township thirty-three north, range five west of the sixth principal meridian, Nebraska, upon compliance with such terms and conditions as the Secretary of the Interior may prescribe; said tract to be used for school purposes under the laws of the State of Nebraska.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 63.

INVESTIGATION OF ALLOTMENT OF WILLIAM JONDRON, YANKTON SIOUX ALLOTTEE.

LETTER

FROM

THE SECRETARY OF THE INTERIOR

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE HIM TO INVESTIGATE AND CANCEL THE ALLOTMENT OF WILLIAM JONDRON, YANKTON SIOUX ALLOTTEE, SHOULD IT PROVE TO BE FICTITIOUS.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: A number of Indians from the Yankton Agency have petitioned the Department asking for the cancellation of the allotment made in the name of William Jondron, No. 1147, on the ground that it is a fraudulent and fictitious allotment. They also pray that the land covered thereby shall be allotted to some member of the Yankton tribe who was entitled to take land when these Indians were allotted but through no fault of his own failed to receive an allotment.

The facts as to this allotment have been investigated a number of times, and it appears that the allegations of the Indians are true, and that some Indians were overlooked when the allotments were made.

I believe that it would be only fair and just to authorize the cancellation of this allotment and the allotment of the land to some person originally entitled thereto. Existing law does not authorize the cancellation of the allotment or permit its reallotment to an Indian.

In order to meet the wishes of the Indians and, as I believe, to do exact justice, I have caused the accompanying draft of a bill to be prepared, and its favorable consideration is respectfully recommended.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to investigate and cancel the allotment of William Jondron, Yankton Sioux allottee, should it prove to be fictitious.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized and directed to investigate the allotment made in the name of William Jondron, Yankton Sioux allottee numbered eleven hundred and forty-seven, and, if it be shown to his satisfaction that no such person as William Jondron was in existence at the time the Yankton Indians were allotted, he is hereby authorized and directed to cancel the patent issued in the name of William Jondron and also the record of the allotment in his name, and to reallot the lands covered thereby to a member or members of the Yankton tribe who were entitled to allotments but failed to receive land when the Indians of the said tribe were allotted lands in severalty.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 64.

SALE OF 640 ACRES OF CHEYENNE AND ARAPAHOE AGENCY AND ARAPAHOE SCHOOL, OKLAHOMA.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE THE SALE OF 640 ACRES OF THE LANDS OF THE CHEYENNE AND ARAPAHOE AGENCY AND THE ARAPAHOE SCHOOL, OKLAHOMA, AND THE USE OF THE PROCEEDS THEREOF.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: For the Cheyenne and Arapahoe tribes of Indians in Oklahoma the Government has provided two boarding schools about 4 miles apart—the Arapahoe school near the town of Darlington, having a capacity of about 150 pupils, and the Cheyenne school, having a capacity of about 140. Both plants are in a badly dilapidated condition and require expensive improvements if their use as boarding schools is to be continued. Repairs and improvements being imperative at each place if both are to be continued, the question of their consolidation has been carefully considered. The advantages to be gained by consolidation are as follows:

1. A reduction in the salary list.
2. A breaking up of the remnant of tribal feeling which has existed for many years between the two tribes, but which has now declined to a considerable degree.
3. Obliteration of little jealousies which are certain to exist between two schools within a few miles of each other on the same reservation.
4. A reduction in the running expenses, it being less costly to maintain and run one school than two.
5. As the two tribes speak different languages, their closer association would foster the speaking of English.

6. The establishment of day schools for the excess Indian scholastic population not accommodated in the one boarding school, and the consequent development of home interests.

The Cheyenne school is admirably situated, being easily accessible and yet sufficiently distant from the town to remove the pupils from many of its temptations. It has an adequate water supply, and the buildings can easily be remodeled and enlarged to accommodate all the children of the reservation who should attend a boarding school. The number in excess of the accommodations at this and the several nonreservation schools of the neighborhood, or in day schools, to be established by the Indian Office.

With the purpose of consolidating the two schools and providing funds to pay for the improvements necessary for the Cheyenne School plant, I have prepared a bill to authorize the sale of 640 acres of the lands heretofore set aside as reservations for the Cheyenne and Arapahoe Agency and the Arapahoe Indian School, which bill is inclosed.

I respectfully recommend that the bill be placed before the Congress for its consideration.

Very respectfully, JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL TO authorize the sale of 640 acres of the lands of the Cheyenne and Arapahoe Agency and the Arapahoe School, Oklahoma, and the use of the proceeds thereof.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized to sell and convey six hundred and forty acres of the lands, together with the buildings and other appurtenances thereunto belonging, heretofore set aside as reservations for the Cheyenne and Arapahoe Agency and the Arapahoe Indian School in Oklahoma; and that he be further authorized to use all or any part of the proceeds of the sale thereof in the erection of new buildings, and in repairs and improvements, at the present Cheyenne Boarding School under the Cheyenne and Arapahoe Agency, Oklahoma, and in the establishment of such day schools as may be required for the said Cheyenne and Arapahoe Indians in Oklahoma; and that the balance of the said proceeds of sale, if there be any, may be utilized in the support and maintenance of the said Cheyenne Boarding School or the said day schools.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 65.

CAPITALIZATION OF PERPETUAL ANNUITIES DUE VARIOUS INDIAN TRIBES.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

AN ITEM FOR THE CAPITALIZATION OF CERTAIN PERPETUAL ANNUITIES DUE VARIOUS INDIAN TRIBES UNDER TREATIES MADE WITH THEM BY THE UNITED STATES.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: I have the honor to submit, for the favorable consideration of the Congress, the attached draft of an item prepared by the Commissioner of Indian Affairs, for the capitalization of certain perpetual annuities due various Indian tribes under treaties made with them by the United States. The item meets with my approval.

It has been the desire of the Commissioner and the Department to devise a plan by which certain harassing and vexatious inconsistencies and uncertainties in the present practice of financing the Indian Service could be straightened out, and everything in that line could be brought down to a simple business basis which could be easily handled by the Congress and the Department. In order to attain such a standard it is very essential that all the money due a tribe shall be so placed in the Treasury that it may be used when needed for the best interests of the members, and not be, as at present, some in the Treasury, some unappropriated, and some wrapped up in perpetual annuities. It is with the last-mentioned class that I am desirous of dealing in this letter, as the others have been fully discussed in previous correspondence.

Congress each year appropriates money due certain tribes for perpetual annuities under former treaties. For example, the Six Nations of New York receive $4,500 due them under the sixth article of the treaty of November 11, 1794, to be expended in clothing and other

useful articles for the Indians. Of this amount $3,500 is expended in the purchase of calico and sheeting for the New York tribes entitled, each member receiving 3 or 4 yards, and $1,000 is paid per capita to the Oneida tribe in Wisconsin, whose membership is over 2,000, each person, therefore, receiving about 47 cents annually, for which pittance some of them walk or drive many miles. If Congress should capitalize this annuity $90,000 would be required. I think that if these tribes and some others similarly situated were approached by a properly accredited officer of the Government bearing an item of accomplished legislation as his authority to confer and negotiate with them for the commutation of their perpetual annuties, they would consider his arguments and enter into some agreement as to the manner of settling with them for their annuities, which could be submitted to the next Congress for consideration and ratification. I believe this plan can be carried out, with the result that the present obligations of the Government will be materially reduced, while the Indians concerned will at the same time be benefited by receiving something of utility and value in exchange for a handful of trifles.

You will find inclosed a statement showing the names of the tribes to whom the Government, under treaty stipulations, is paying perpetual annuities and the value thereof to each tribe, and the approximate value of these annuities if actually capitalized and paid in cash.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

CHOCTAW.

Treaty of November 16, 1805, art. 2 (7 Stat. L., 98)	$3,000.00	
Treaty of October 18, 1820, art. 6 (7 Stat. L., 210)	600.00	
Treaty of October 18, 1820, art. 13 (7 Stat. L., 210)	600.00	
Treaty of January 20, 1825, art. 2 (7 Stat. L., 234) Treaty of June 22, 1855, art. 13 (7 Stat. L., 234)	6,000.00	
Treaty of January 20, 1825, art. 9 (7 Stat. L., 234) Treaty of June 20, 1855, art. 13 (7 Stat. L., 234)	320.00	
		$10,520.00

POTAWATOMI.

Treaty of August 3, 1795, art. 4 (7 Stat. L., 49)	$357.80	
Treaty of September 30, 1809, art. 3 (7 Stat. L., 133)	178.90	
Treaty of October 2, 1813, art. 3 (7 Stat. L., 185)	894.50	
Treaty of September 20, 1828, art. 2 (7 Stat. L., 317)	715.60	
Treaty of July 29, 1829, art. 2 (7 Stat. L., 320) Treaty of September 20, 1828, art. 2 (7 Stat. L., 317)	5,724.77	
Treaty of September 20, 1828, art. 2 (7 Stat. L., 317) Treaty of June 15 and 17, 1846, art. 10 (8 Stat. L., 953)	107.34	
Treaty of October 16, 1826, art. 3 (7 Stat. L., 295) Treaty of September 20, 1828, art. 2 (7 Stat. L., 317) Treaty of July 29, 1829, art. 2 (7 Stat. L., 320)	1,008.91	
Treaty of July 29, 1829, art. 2 (7 Stat. L., 320)	50.00	
		9,037.82

SENECAS OF NEW YORK.

Act of February 19, 1831 (4 Stat. L., 442)	6,000.00

The amount due this tribe is $100,000, as shown by the act referred to.

SIX NATIONS OF NEW YORK.

Treaty of November 11, 1794, art. 6 (7 Stat. L., 44)	$4,500.00

PAWNEES.

Treaty of September 24, 1857, art. 2 (11 Stat. L., 576) The provision in this article specifically provides that the President may, at any time, discontinue this perpetuity by causing the value of a fair commutation thereof to be paid or expended for the benefit of the Pawnees in such manner as to him shall seem proper.	30,000.00

SACS AND FOXES OF THE MISSISSIPPI.

Treaty of November 3, 1804, art. 3 (7 Stat. L., 84)	1,000.00
Total	61,057.82
Capitalized	1,221,156.40

Item.

That the Commissioner of Indian Affairs is hereby authorized and directed to send a special Indian agent, or other representative of his Office, to visit the following-named Indian tribes: Choctaw, Potawatomi (Kansas), Senecas of New York, Six Nations of New York, Pawnees, and the Sacs and Foxes of the Mississippi, for the purpose of conferring and negotiating and entering into a written agreement with each tribe for the commutation of the perpetual annuities due them under treaty stipulations; and the Commissioner of Indian Affairs shall transmit to Congress at its next regular session said agreements with such recommendations as he may deem proper.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 66.

SALE OF TIMBER ON INDIAN LANDS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO PROVIDE FOR THE SALE OF TIMBER ON ALLOTTED AND UNALLOTTED INDIAN LANDS, AND FOR OTHER PURPOSES.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: I have the honor to submit for the consideration of Congress a draft of bill to authorize the sale of timber on allotted or unallotted lands within Indian reservations, and for other purposes.

There is no general law under which authority for the sale of timber on Indian lands, whether allotted or unallotted, can be granted except the act of February 16, 1889 (25 Stat. L., 673), under which the President may authorize the sale of dead timber, standing or fallen, on Indian reservations or allotments. The provision in the act of April 21, 1904 (33 Stat. L., 189), empowers the Secretary of the Interior to authorize the sale of timber on allotments within the State of Minnesota, and the President has authority under the treaty of September 30, 1854 (10 Stat. L., 1109), to permit Indians who were parties to the treaty to cut timber from their allotments.

It is considered by this Department that there should be a general law applicable to all Indian reservations and allotments, and I have the honor to recommend that the draft of bill herewith receive the favorable consideration of Congress.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To provide for the sale of timber on allotted and unallotted Indian land, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That any adult Indian of any reservation to whom an allotment has been, or hereafter shall be, made and a trust or other patent containing restrictions on alienation issued, or hereafter shall be issued therefor, is, with the consent of the Secretary of the Interior and under such regulations as he may prescribe, hereby authorized to sell the timber on his allotment.

Timber on the allotments of minors may likewise be sold by the father, mother, or Indian agent or other officer in charge in the order named, and the Secretary of the Interior shall make such regulations for the disposition of the proceeds of said sales as may be necessary to protect the interest of said Indians, including such minors.

Timber on unallotted lands of any reservation may also be sold under such regulations as may be prescribed by the Secretary of the Interior, and the proceeds from such sales shall be used for the benefit of the Indians of the reservation in such manner as the Secretary of the Interior may direct.

The Secretary of the Interior shall have authority to call on the Forest Service for assistance in carrying into effect the provisions hereof, and of any regulations he may prescribe hereunder, and also to determine what expenses shall be paid from the proceeds of the sale of the timber, whether on allotted or unallotted land.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 67.

CONVEYANCES TO UNITED STATES OF LANDS FROM PUEBLO INDIANS IN NEW MEXICO.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE HIM TO ACCEPT CONVEYANCES TO THE UNITED STATES OF LANDS FROM THE PUEBLO INDIANS IN NEW MEXICO, AND FOR OTHER PURPOSES.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: The Pueblo Indians of New Mexico have been the subject of much consideration by those conversant with Indian affairs. They now hold their lands in common by an indefeasible title. So long as this exists it seems likely that their present communal life, which experience has shown to be detrimental, both to themselves and to the the surrounding people, will continue.

The Pueblo titles are not of record, and as, under the statutes of New Mexico, seven years' occupancy gives title by prescription, a great deal of trouble is constantly arising because of the uncertainty of the title to lands which the Indians own. A resident of a given pueblo will convey to an Indian or a white man, and the latter will go on the land and occupy it for a time and then set up a claim against the community title of the Pueblo. Generally he succeeds in establishing his claim, although it seems likely that in the majority of these cases the claimant does not have the better cause, but his claim is the better prosecuted. I think, if authorized by legislation, that these people could be induced to convey their lands to the United States, and afterwards, if the law is framed to authorize it, the lands could be reconveyed to the individual. Of course this could not be done at once, but in a reasonable time, I think, much progress could be made in breaking up the conditions that now prevail.

I inclose the draft of a bill which, if enacted into law, will enable the Department to meet these conditions and protect the Indians in their homes.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to accept conveyances to the United States of lands from the Pueblo Indians in New Mexico, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he is hereby, authorized to accept a conveyance to the United States of the lands belonging to any of the Pueblo Indians in New Mexico, to be held in trust for the Indians belonging thereon, and when any such pueblo has been so conveyed, the lands shall be allotted to the members of the said pueblo in severalty, in accordance with the provisions of the allotment act of February eighth, eighteen hundred and eighty-seven, and the amendments thereto, whenever the Secretary of the Interior shall find it to be for the best interests of said Indians to make such allotments.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 68.

LAND PATENTS FOR SANTEE INDIANS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO ISSUE PATENTS TO INDIANS OF THE SANTEE TRIBE FOR LANDS ASSIGNED UNDER THE TREATY OF APRIL 29, 1868.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: Under the treaty of April 29, 1868 (15 Stat. L., 637), 32,875 acres of land were located as homesteads for the Santee Indians in Nebraska. The law provided that they should receive agricultural lands and conditional patents therefor after they had made improvements to the amount of $200. The assignments made to these Indians turned out to be in many cases nonagricultural lands, and as the Indians displayed but little interest in their rights this unfortunate condition of affairs was not known in time to be remedied. As the survey of the reservation under which the assignments were made has proved to be faulty, and as the public-land surveys afterwards made of the lands which were allotted threw the assignments, in some cases, on lands that were not suitable for agricultural purposes a number of these Indians have nominal title to lands or, perhaps, more correctly speaking, assignments, which prevents any other person from acquiring them, while the very nature of the lands assigned prevents the Indians from complying with the requirements of the treaty of 1868. As a result a number of these assignments are still unpatented, and no one can enter the lands, and the Indians can not acquire title.

In my judgment this state of affairs should be brought to an end, and it is only possible by the enactment of law authorizing the issuance of trust patents to such of the Indians as have not received

a conditional patent to the lands they obtained under the treaty of 1868.

With this end in view I have caused to be prepared the inclosed draft of a bill, and recommend that it be enacted into law.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to issue patents to Indians of the Santee tribe for lands assigned under the treaty of April 29, 1868.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he is hereby, authorized to cause a patent to issue under the provisions of the Act of February eighth, eighteen hundred and eighty-seven (Twenty-fourth Statutes at Large, page three hundred and eighty-eight), and the amendments thereto, to any Santee Indian to whom lands were assigned under the provisions of the treaty of April twenty-ninth, eighteen hundred and sixty-eight (Fifteenth Statutes at Large, page six hundred and thirty-seven), who has not heretofore obtained a patent to his land under the provisions of the said treaty.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 69.

DEPOSIT OF INDIAN MONEYS IN NATIONAL BANKS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE DISBURSING AGENTS OF THE INDIAN SERVICE TO DEPOSIT INDIAN MONEYS IN NATIONAL BANKS.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: It is the policy of the Indian Office to prepare for the gradual dissolution and disintegration of the Indian tribes and of the large agencies which now have charge of them. This process must necessarily be gradual, so as not to disrupt too suddenly the relations of those Indians who are still, through their ignorance and the artificial environments of a lifetime, more or less dependent on the Government. For that reason it is desired to make the local community, wherever practicable, the unit rather than to group a number of such communities under a large agency.

It is a part of the working out of this policy to make the Indian, with the money he has coming to him as well as in other respects, an active factor in the upbuilding of the neighborhood in which he lives and where he must learn the lessons of self-support and self-dependence. Hence I have encouraged in every way the use of local banks for the deposit of his funds, simply taking such measures as were open to me to protect these funds where it seemed necessary to conserve them, but, in the cases of all Indians capable of looking after their own affairs, distributing the funds at once and dissolving the Government's trusteeship of them.

In the pursuit of this plan it becomes important to put the local agents and superintendents upon a more independent footing in handling the affairs of their respective bands of Indians, simply giving

the Department will be enabled to do a good deal toward making these Indians independent of further Government aid.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the sale of timber on allotments made to Indians of the Hoopa Valley extension in California.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That with the consent of the allottee the timber on the allotments made to the Indians of the Hoopa Valley extension in California may be sold under rules and conditions to be prescribed by the Secretary of the Interior: *Provided*, That in case of minors said consent shall be given by the father or mother or agent in charge in the order named, and for persons under other legal disabilities the agent's consent shall be taken in lieu of the consent of the allottees or heirs.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 71.

LAND PATENTS FOR TURTLE MOUNTAIN INDIANS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE THE ISSUANCE OF PATENTS TO INDIANS OF THE TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS FOR ALLOTMENTS AND SELECTIONS MADE UNDER THE ACT OF APRIL 21, 1904.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: The act of April 21, 1904 (32 Stat. L., 189–194), ratifying and amending an agreement made with the Turtle Mountain band of Chippewa Indians October 2, 1892, and providing for the cession by the Turtle Mountain band of Chippewa Indians to the United States of "all the claims, estate, right, title, and interest" of said band or any of them as members thereof "in and to all lands, tenements, and hereditaments" in the State of North Dakota, excepting the tract set apart by Executive order of July 3, 1884, and occupied by said Indians as a reservation. Article 3 thereof provides that the reservation shall be held as the common property of the tribe, and that—

> It is agreed that the United States shall, as soon as it can conveniently be done, cause the lands hereby reserved and held for the use of the Turtle Mountain band of Chippewa Indians to be surveyed as public lands are surveyed, for the purpose of enabling such Indians as desire to take homesteads, and the selections shall be so made as to include in each case as far as possible the residence and improvements of the Indians making the selections, giving to each an equitable proportion of natural advantages. * * *

Articles 6 and 7 read as follows:

> ARTICLE 6. All members of the Turtle Mountain band of Chippewa Indians who may be unable to secure land upon the reservation above ceded may take homesteads upon any vacant land belonging to the United States without charge, and shall

continue to hold and be entitled to share in all tribal funds, annuities, and other property the same as if located on the reservation: *Provided*, That the right of alternate homestead selections shall not be alienated or represented by power of attorney.

ARTICLE 7. So long as the United States retains and holds title to any lands in the use or occupation of any member of the Turtle Mountain band of Chippewa Indians or the title to other properties in the possession of any of the Indians of said band, which it may do for twenty years, there shall be no tax or other duty levied or assessed upon the property the title to which is held or retained by the United States.

Under authority of this act 275 quarter-sections comprising the reservation have been alloted to 326 Indians, heads of families, and some 650 selections have been made on the public domain, either in North Dakota or Montana. No provision is made in the act for the issuance of a trust or fee patent or other conveyance of title by which these Indians might, if so inclined, avail themselves of the provisions of the act of May 27, 1902 (32 Stat. L., 245–275), or the act of May 8, 1906 (34 Stat. L., 182), or the act of March 1, 1907 (34 Stat. L., 1015–1018), and without some instrument from the United States they will be without any evidence of title and compelled to suffer the inconveniences liable to arise from this concondition of affairs.

As there is no law under which patents can be issued to these Indians I have caused to be prepared a draft of a bill to authorize the issuance of patents to the Indians of the Turtle Mountain band of Chippewas for allotment selections made by them under the act of April 21, 1904, supra, which draft is herewith transmitted, with the recommendation that it be enacted into law.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the issuance of patents to Indians of the Turtle Mountain band of Chippewa Indians for allotments and selections made under the Act of April twenty-first, nineteen hundred and four.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized on the approval of any allotment or homestead made to an Indian of the Turtle Mountain band of Chippewas under the Act of April twenty-first, nineteen hundred and four (Thirty-third Statutes at Large, pages one hundred and eighty-nine and one hundred and ninety-four), to cause patent to issue therefor in the name of the allottee, in accordance with section five of the Act of February eight, eighteen hundred and eighty-seven, entitled "An Act to provide for the allotment of lands in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States and the Territories over the Indians, and for other purposes."

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 72.

LEASING IRRIGABLE ALLOTTED AND TRIBAL LANDS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE HIM TO LEASE IRRIGABLE ALLOTTED LANDS, OR LANDS RESERVED FOR THE USE OF INDIANS IN COMMON, FOR AGRICULTURAL PURPOSES.

DECEMBER 10 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: The development of the arid waste by means of irrigation has brought about a condition of affairs which, in my judgment, makes it imperative to change the law relating to the leasing of Indian allotments and also tribal lands.

Irrigation has brought to the Indian's door something entirely foreign to his normal condition. Intensive farming means the employment of many people in a very limited space, and the Indian's objection to farming and cattle raising seems to be based, at least in part, upon his aversion to separation from his family and friends. Indians make good hop pickers, find employment in gathering fruit, and are particularly adapted to the cultivation of sugar beets, because in these vocations whole families and many families can work together. However, under existing law it is not possible to effect a lease of irrigable lands on reservations (except on the Fort Belknap Reservation, Mont.), or of allotments, for a sufficient period of time to warrant the development of a beet-sugar plant or other industries calling for the investment of a large amount of capital. Thus we are compelled to transport an Indian from his home to those points where this kind of work is going forward, and the Government is expending some money in paying the salaries of persons to procure this kind of labor for the Indians.

If it were possible to lease reservations or parts of reservations susceptible of irrigation for a long term of years, the work could be

brought to the Indian's door, and the greatest thing that can be done for him would be possible—teaching him to labor for his own support. I believe that Congress could enact no wiser law than legislation authorizing the leasing of all Indian lands susceptible of irrigation, tribal or allotted, for farming purposes for a long term of years. The inclosed draft of a bill will make this possible, and I therefore recommend that it receive favorable consideration by the next Congress.

Respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to lease irrigable allotted lands, or lands reserved for the use of Indians in common, for agricultural purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That any lands reserved for the use of Indians in common, susceptible of irrigation, may be leased for a term not exceeding ten years, for cultivation under irrigation, in the discretion of the Secretary of the Interior; and all lands allotted to Indians in severalty, susceptible of irrigation, may be leased for any term of years not exceeding the unexpired trust period during which the fee to the lands is in the United States; and the Secretary of the Interior is hereby authorized to perform any and all acts and make such rules and regulations as may be necessary for the purpose of carrying this provision into full force and effect.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 73.

SEGREGATION OF CHOCTAW AND CHICKASAW LANDS FOR TOWN SITES.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE HIM TO SEGREGATE FOR TOWN SITES CERTAIN LANDS BELONGING TO THE CHOCTAW AND CHICKASAW TRIBES.

DECEMBER 10, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 9, 1907.

SIR: There is inclosed draft of a bill to authorize the Secretary of the Interior to segregate for town site purposes certain lands belonging to the Choctaw and Chickasaw nations, and to authorize the reappraisement of certain towns heretofore appraised wherein it is charged that the appraisement was excessive.

Within the area of the Choctaw Nation segregated as coal lands, towns of considerable size have sprung up, but under present laws there is no authority in the Department to survey, plat, and sell the land for town site purposes. It is charged that in certain other towns in the Choctaw Nation—notably Hartshorne—the appraisement of lots was very much above their actual value, and the citizens of Hartshorne have been before Congress at two different sessions asking that relief be granted them in the form of a reappraisement.

It is believed by the Department that it will be advantageous both to the Choctaw and Chickasaw nations and to the citizens of the towns that have sprung up within the segregated coal area if authority is granted for the survey, platting, and sale as town lots of the surface, the coal deposits to be reserved, so that the real estate in the towns may have such a status that taxes may be levied for school and other municipal purposes. The Department also believes that it should be granted authority to make a reappraisement of such towns in the

Choctaw and Chickasaw nations wherein the value of the lots appear to have been fixed at an excessive figure.

For the reasons given above, I have the honor to recommend that the accompanying draft receive the favorable consideration of Congress.

Respectfully, JAMES RUDOLPH GARFIELD, *Secretary.*

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to segregate for town sites certain lands belonging to the Choctaw and Chickasaw tribes, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in addition to the towns heretofore segregated, surveyed, and scheduled in accordance with law, the Secretary of the Interior may segregate and survey, within that part of the territory of the Choctaw and Chickasaw nations, Indian Territory, heretofore segregated as coal and asphalt land, such other towns as are now in existence, or which he may deem it desirable to establish. He shall cause the surface of the lots in such towns to be appraised, scheduled, and sold at the rates, on the terms, and with the same character of estate as is provided in section twenty-nine of the Act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes at Large, page four hundred and ninety-five), under regulations to be prescribed by him: *Provided further,* That the provisions of section thirteen of the act of Congress approved April twenty-sixth, nineteen hundred and six (Thirty-fourth Statutes at Large, page one hundred and thirty-seven), shall not apply to town lots appraised and sold as provided herein: *And provided further,* That the Secretary of the Interior may, in his discretion, cause the lots in any town within the boundaries of the Five Civilized Tribes to be reappraised as of the date of the original appraisement made by the town-site commission if he be convinced that the original appraisements were excessive, that payments already made on lots therein shall be credited on the basis of the reappraisement, and that payments not heretofore made on installments due or past due under the original appraisement shall be superseded by the amounts fixed under the new appraisement, and payments shall be due and date from thirty days after the service of notice of the reappraisement. All expenses incurred in surveying, platting, and selling the lots in any town, or the reappraisement of any lots in any town heretofore appraised, shall be paid from the proceeds of the sale of town lots of the nation in which such town is situate.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 74.

LIST OF CONGRESSIONAL CASES DISMISSED BY COURT OF CLAIMS FOR NONPROSECUTION DECEMBER 3, 1907.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A LIST OF CONGRESSIONAL CASES DISMISSED BY THE COURT, ON MOTION OF THE DEFENDANTS, FOR NONPROSECUTION ON THE 3D DAY OF DECEMBER, 1907.

DECEMBER 10, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 9, 1907.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith a list of Congressional cases dismissed by the court, on motion of the defendants, for nonprosecution, on the 3d day of December, 1907.

Very respectfully,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the United States Senate.

The following Congressional cases were dismissed by the court on the 3d day of December, 1907, on motion of the defendants, for nonprosecution:

No. 10551. Estate of Geo. S. Kansler *v.* The United States.
No. 10552. Heirs Pierce Butler, deceased *v.* The United States.
No. 10554. Levee Steam Cotton Press Co., of New Orleans, La., *v.* The United States.
No. 11087. Joseph W. Nicholson, administrator Thos. W. Nicholson, deceased. *v.* The United States.
No. 11125. Estate Henry Sewell, deceased. *v.* The United States.
No. 11129. G. W. Garner, sr., *v.* The United States.

BY THE COURT.

Test this 9th day of December.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 75.

FINDINGS IN CASE OF D. S. JONES, ADMINISTRATOR OF FREDERICK J. JONES.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF UHE COURT IN THE CASE OF D. S. JONES, ADMINISTRATOR OF THE ESTATE OF FREDERICK J. JONES, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 10, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 7, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional No. 11120. D. S. Jones, administrator de bonis non of the estate of Frederick J. Jones, deceased, *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court March 2, 1903, by resolution of the United States Senate, under act of Congress, approved March 3, 1887, known as the Tucker Act:

"(S. 4272, Fifty-seventh Congress, first session.)

"A BILL for the relief of the estate of Frederick J. Jones, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the legal representatives of the estate of Frederick J. Jones, deceased, late of New-Berne, North Carolina, the sum of ten thousand two hundred and fifty dollars, for use and occupation of buildings for army purposes by the military forces of the United States during the late war of the rebellion."

The claimant appeared and filed his petition in this court February 26, 1906, in which he makes the following allegations:

That he is a citizen of the United States, residing in Craven County, N. C., and is the administrator de bonis non of the estate of Frederick J. Jones, late of said county and State, deceased.

That during the late civil war his decedent was the owner of certain valuable real estate and other property, situate in the town of Newbern, N. C., which was taken and used by the military authorities of the United States as hereinafter stated, to-wit:

For rent of dwelling-house, corner of Pollock and Eden streets, for 41 months at $100 per month	$4,100
For rent of dwelling-house on Pollock street, for 41 months at $100 per month	4,100
For rent of machine shop on Craven street, for 41 months at $50 per month (from April 1, 1862, to September 1, 1865.)	2,050
For one horse, saddle, and bridle	300
Total	10,550

The case was brought to a hearing on loyalty and merits on the 13th day of December, 1906.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by Felix Brannigan, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. During the war for the suppression of the rebellion the claimant's decedent, Frederick J. Jones, was not loyal to the Government of the United States.

II. During the said war the military forces of the United States, by proper authority, for the use of the Army, took possession of and occupied the several buildings belonging to the claimant above set out, the reasonable rental value of which, together with the damage incident to such occupation, and the reasonable value of one horse, saddle, and bridle taken by the Army for military purposes, was the sum of seventeen hundred and twenty dollars ($1,720), no part of which appears to have been paid.

III. This claim was presented to the commissioners of claims under the act of 1871, but no action taken for want of jurisdiction over rent claims. Said claim was never presented to any other Department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed December 17, 1906.
A true copy.
Test this 7th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 76.

FINDINGS IN CASE OF GEORGE A. RUSSELL, ADMINISTRATOR OF STEPHEN CHADWICK.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF GEORGE A. RUSSELL, ADMINISTRATOR OF ESTATE OF STEPHEN CHADWICK, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 10, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 9, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11537. George A. Russell, administrator of the estate of Stephen Chadwick, deceased, *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court April 26, 1904, by resolution of the United States Senate, under act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 2412, Fifty-eighth Congress, second session.]

"A BILL For the relief of George A. Russell, administrator Stephen Chadwick, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to George A. Russell, administrator of Stephen Chadwick, deceased, late of Carteret County, North Carolina, the sum of eight thousand dollars, for stores and supplies taken by the military forces of the United States during the late war of the rebellion."

The claimant appeared and filed his petition in this court November 24, 1906, in which he makes the following allegations:

That he is a citizen of the United States, residing in Carteret County, State of North Carolina, where his decedent resided during the late war for the suppression of the rebellion.

That during said period his decedent was the owner of a certain tract of timber land, situate in said county and State, and containing about 280 acres of heavy pine timber. That during the years 1862, 1863, and 1864, the military forces of the United States, stationed at Beaufort, N. C., by authority of John Bowen, a quartermaster, took possession of said land, and cut and removed all of the timber therefrom, which timber was then and there reasonably worth the sum of $8,000.

The case was brought to a hearing on loyalty and merits on the 22d day of April, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The evidence does not establish to the satisfaction of the court that the claimant's decedent, Stephen Chadwick, was loyal to the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, cut and removed from the tract of land described in the petition, the property of claimant's decedent, situated in Carteret County, N. C., the timber thereon, which timber was at the time and place described in the petition reasonably worth the sum of one thousand nine hundred and fifty dollars ($1,950), no part of which appears to have been paid.

III. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed, or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed April 29, 1907.
A true copy.
Test this 5th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. {DOCUMENT No. 77.

FINDINGS IN CASE OF MASON G. ELLZEY, EXECUTOR OF WILLIAM W. ELLZEY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MASON G. ELLZEY, EXECUTOR OF WILLIAM W. ELLZEY, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 10, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 9, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11102. Mason G. Ellzey, executor of William W. Ellzey, deceased, v. The United States.]

STATEMENT OF CASE.

The following bill was referred to the court March 2, 1903, by resolution of the United States Senate, under act of Congress approved March 3, 1887, known as the Tucker Act:

"(S. 3055, Fifty-seventh Congress, first session.)

"A BILL For the relief of Mason G. Ellzey, Executor of William W. Ellzey, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to Mason G. Ellzey, of Anne Arundel County, Maryland, executor of William W. Ellzey, deceased, the sum of one hundred and twelve thousand four hundred and fifty dollars, for stores and supplies furnished the military authorities of the United States during the late war of the rebellion."

The claimant, Mason G. Ellzey, executor of William W. Ellzey, deceased, appeared and filed his petition in this court February 9, 1906, in which he makes the following allegations:

That he is a citizen of the United States, residing in Anne Arundel County, Md., and that he was appointed and duly qualified as executor of the last will and testament of William W. Ellzey, deceased, late of Fairfax County, Va., on the 11th day of July, 1870, a duly authenticated copy of his appointment filed herein.

That there was taken from his decedent in Fairfax County, State of Virginia, by the military forces of the United States, by proper authority, for the use of the Army, from the fall of 1862 until the summer of 1865, property of the kind and value as follows:

780 acres of timber, 50 cords per acre, 39,000 cords of wood, at $3 per cord..	$117,000.00
25,450 rails, at $3 per hundred	763.50
3 horses, at $150	450.00
Total	118,213.50

The case was brought to a hearing on loyalty and merits on the 7th day of May, 1906.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by George M. Anderson, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the claimant's decedent, William W. Ellzey, was not loyal to the Government of the United States during the late war of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States in Fairfax County, State of Virginia, by proper authority, for the use of the Army, took property of the kind and character above described, which was then and there reasonably worth the sum of ten thousand two hundred and thirty-nine dollars ($10,239), for which no payment appears to have been made.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 5th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 83.

FINDINGS IN CASE OF FLORENCE LODGE, NO. 14, A. F. AND A. M., FLORENCE, ALA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF FLORENCE LODGE, NO. 14, A. F. AND A. M., FLORENCE, ALA., AGAINST THE UNITED STATES.

DECEMBER 9, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 6, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12410. Trustees of Florence Lodge, No. 14, A. F. and A. M., of Florence, Ala., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the destruction of a lodge building and contents by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

[S. 3341, Fifty-ninth Congress, first session.]

"A BILL For the relief of certain churches, Masonic lodges, and colleges in the State of Alabama, and for other purposes.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to claimants in this act named the several sums appropriated herein, the same being in full for and the receipt of the same to be taken and accepted in each case as a full and final release and discharge of their respective claims for use, occupation, and damage to their buildings and grounds by United States military authorities during the civil war, namely:

* * * * * * *

"To the Florence Masonic Lodge, of Florence, Alabama, six thousand dollars."

* * * * * * *

The claimants appeared in this court on the 1st day of November, 1906, and filed their petition, in which it is substantially averred:

That during the late war for the suppression of the rebellion, and on or about May 28, 1863, the military forces of the United States under command of Col. Florence M. Corynyn, of the Tenth Missouri Cavalry, took possession of the town of Florence, Ala., and during the occupation thereof set on fire a blacksmith shop in the vicinity of the lodge building of Florence Lodge, No. 14, A. F. and A. M., and from which fire the latter building also caught on fire and was totally destroyed. That said building at the time of its destruction as aforesaid was reasonably worth the sum of $6,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 2d day of April, 1907. G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Florence Lodge, No. 14, A. F. and A. M., of Florence, Ala., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States under command of Col. F. M. Cornyn, of the Tenth Missouri Cavalry, took possession of the town of Florence, Ala. During the occupation thereof, said military forces set fire to a blacksmith shop in the vicinity of the lodge building described in the petition herein, from which fire the latter building also caught fire and was totally destroyed. At the time and place of destruction the said lodge building was reasonably worth the sum of two thousand eight hundred dollars ($2,800.00), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore mentioned, and no reason is given therefor.

By the Court.

Filed April 8, 1907.

A true copy.
Test this 5th day of December, 1907.

[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 84.

SURVEY OF UNSURVEYED LANDS OF FIVE CIVILIZED TRIBES IN INDIAN TERRITORY.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AUTHORIZE HIM TO CAUSE TO BE SURVEYED ANY UNSURVEYED LANDS BELONGING TO THE FIVE CIVILIZED TRIBES IN INDIAN TERRITORY.

DECEMBER 11, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 10, 1907.

SIR: There is inclosed draft of legislation designed to authorize the Secretary of the Interior to cause to be surveyed any unsurveyed lands belonging to the Five Civilized Tribes in Indian Territory.

It has been discovered that in making the surveys of Indian Territory the Geological Survey omitted to survey and plat certain islands in the Arkansas, Grand, and Red rivers. Citizens of the tribes are applying to take these islands in allotment, and it is necessary before such allotment can be made that the islands be surveyed. It is desirable that this work be completed at as early a date as possible, and I have the honor to recommend that the accompanying draft receive favorable consideration by Congress.

Respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To authorize the Secretary of the Interior to cause to be surveyed any unsurveyed lands belonging to the Five Civilized Tribes, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior is hereby authorized to cause accurate surveys and plats to be made of all unsurveyed tracts belonging to the Five

Civilized Tribes in Indian Territory, to appraise them as allottable lands of said tribes, and when so surveyed, platted, and appraised, said lands may be selected by citizens entitled to allotments in the same manner as other lands may be selected; and when the survey shall have been made and two sets of plats and field notes thereof prepared and approved by the Secretary of the Interior, one set shall be filed in the Office of Indian Affairs and one in the General Land Office, and such plats and field notes when so approved and filed shall have like legal effect as other plats and field notes made in accordance with any law of the United States; and the Secretary of the Interior is authorized to pay all expenses incurred in making said surveys, plats, and field notes from any funds now available or that may hereafter be appropriated for the completion of the work of the Five Civilized Tribes: *Provided*, That all laws inconsistent with the provisions hereof are hereby declared to be inoperative as respects such surveys, plats, and field notes.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 85.

PURCHASE OF MANUSCRIPT FOR A NEW EDITION OF CHARTERS, CONSTITUTIONS, AND ORGANIC LAWS.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

ADVISING

THAT THE SUM OF $10,000 APPROPRIATED FOR THE PURCHASE OF THE MANUSCRIPT FOR A NEW EDITION OF "CHARTERS, CONSTITUTIONS, AND ORGANIC LAWS," BY PROF. FRANCIS N. THORPE, BE WITHHELD UNTIL CONGRESS SHALL PASS UPON THE QUESTION OF THE COMPLETENESS AND ACCURACY OF THE WORK.

DECEMBER 11, 1907.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, December 9, 1907.

SIR: I have the honor to invite your attention to the provision contained in the act of June 30, 1906 (34 Stat. L., part 1, p. 759), making appropriations for sundry civil expenses of the Government for the fiscal year ending June 30, 1907, which reads as follows:

For the purchase from Professor Francis N. Thorpe of the manuscript for a new edition of charters, constitutions, and organic laws of all the States, Territories, and colonies now or heretofore forming the United States, and any acts of Congress relating thereto, prepared by him, ten thousand dollars:

Provided, That he shall prepare a complete index of the work and do all proof reading in connection with the preparation, printing, and publication thereof; and the Public Printer shall print and bind six thousand copies of the work, of which two thousand copies shall be for the use of the Senate and four thousand copies for the use of the House of Representatives.

The Public Printer on September 9, 1907, transmitted to the Secretary of the Treasury the following certificate:

This is to certify that Prof. Francis N. Thorpe has furnished the "manuscript for a new edition of charters, constitutions, and organic laws of all the States, Territories, and colonies now or heretofore forming the United States, and any acts of Congress relating thereto, prepared by him;" that he has prepared "a complete index of the work," and has read proof "in connection with the preparation, printing, and publication thereof." (See act of June 30, 1906, 34 Stat. L., part 1, p. 759.)

CHARLES A. STILLINGS,
Public Printer.

Supplementing this certificate, the Public Printer, on the same date, addressed the following letter to the Secretary of the Treasury:

In forwarding to you under this date a statement relative to the new edition of "Charters, constitutions, and organic laws," by Prof. Francis N. Thorpe, I desire to call your attention to the fact that the quality of the manuscript (that is, its accuracy and completeness) has been brought into question.

Under the provisions of the act of June 30, 1906 (34 Stat. L., pt. 1, p. 759), reading as follows:

"Charters and constitutions: For the purchase from Professor Francis N. Thorpe of the manuscript for a new edition of charters, constitutions, and organic laws of all the States, Territories, and colonies now or heretofore forming the United States, and any acts of Congress relating thereto, prepared by him, ten thousand dollars:

"*Provided*, That he shall prepare a complete index of the work and do all proof reading in connection with the preparation, printing, and publication thereof; and the Public Printer shall print and bind six thousand copies of the work, of which two thousand copies shall be for the use of the Senate and four thousand copies for the use of the House of Representatives."

I did not find that any discretion had been lodged in the Public Printer, or authority to assert his own opinion of the completeness or accuracy of the manuscript, if he had one.

I therefore proceeded with the typesetting in order that the proofs might be furnished to the author and that he might not be deprived of the opportunity to complete his undertaking.

In bringing this to your attention I do so not with a view to influencing your action, but merely to afford you, as the official charged with the disbursement of this appropriation, the opportunity to examine, if you desire, the objections which have been raised and to determine for yourself their weight and importance.

CHARLES A. STILLINGS,
Public Printer.

It thus appearing that questions of fact are involved which the Secretary of the Treasury is not authorized to determine, I have the honor to advise you that payment of the sum of $10,000, appropriated for the purchase of the manuscript for a new edition of "Charters, constitutions, and organic laws," from Prof. Francis N. Thorpe, will be withheld to await the approval of such committee, person, or persons as Congress may designate to pass upon the question of the completeness and accuracy of the work, if such approval shall be deemed necessary.

Respectfully,

GEO. B. CORTELYOU,
Secretary.

The PRESIDENT OF THE SENATE.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 86.

APPOINTMENT OF DISBURSING AGENT FOR GOVERNMENT HOSPITAL FOR INSANE.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF A BILL TO AMEND SECTION 4839 OF THE REVISED STATUTES WITH RESPECT TO THE HOSPITAL FOR THE INSANE.

DECEMBER 11, 1907.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
SECRETARY'S OFFICE,
Washington, D. C., December 9, 1907.

SIR: I have the honor to hand you herewith a draft of a bill amending section 4839 of the Revised Statutes of the United States, with the recommendation that said bill be enacted into law.

The reasons why this legislation is asked and is deemed advisable are set forth in a copy of a letter herewith, addressed to me by the superintendent of the Government Hospital for the Insane, dated the 8th instant, which received my approval.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

A BILL To amend section forty-eight hundred and thirty-nine of the Revised Statutes of the United States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section forty-eight hundred and thirty-nine of the Revised Statutes be, and the same is hereby, amended so as to read as follows:

"SEC. 4839. The chief executive officer of the Hospital for the Insane shall be a superintendent, who shall be appointed by the Secretary of the Interior, and shall be entitled to a salary of four thousand dollars a year, and shall give bond for the faithful performance of his duties, in such sum and with such securities as may be required by the Secretary of the Interior. The superintendent shall be a well-educated physician, possessing competent experience in the care and treatment of the insane; he shall reside

on the premises, and devote his whole time to the welfare of the institution; he shall, subject to the approval of the board of visitors, appoint a responsible disbursing agent for the institution, requiring him to give satisfactory bond, and engage and discharge all needful and usual employees in the care of the insane, and all laborers on the farm, and determine their wages and duties; he shall also be. an ex officio secretary of the board of visitors."

GOVERNMENT HOSPITAL FOR THE INSANE,
Washington, D. C., December 8, 1907.

The SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: I have the honor to request that you will cause the following amendment to section 4839 of the Revised Statutes to go forward to Congress with your approval:

A BILL To amend section forty-eight hundred and thirty-nine of the Revised Statutes of the United States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section forty-eight hundred and thirty-nine of the Revised Statutes be, and the same is hereby, amended so as to read as follows:

"SEC. 4839. The chief executive officer of the Hospital for the Insane shall be a superintendent, who shall be appointed by the Secretary of the Interior, and shall be entitled to a salary of four thousand dollars a year, and shall give bond for the faithful performance of his duties in such sum and with such securities as may be required by the Secretary of the Interior. The superintendent shall be a well-educated physician, possessing competent experience in the care and treatment of the insane; he shall reside on the premises and devote his whole time to the welfare of the institution; he shall, subject to the approval of the board of visitors, appoint a responsible disbursing agent for the institution, requiring him to give satisfactory bond, and engage and discharge all needful and usual employees in the care of the insane, and all laborers on the farm, and determine their wages and duties; he shall also be an ex-officio secretary of the board of visitors."

The amendment calls for a change in disbursing officer of the institution. In the original act the superintendent is designated as disbursing officer. In this amendment the superintendent is empowered, subject to the approval of the board of visitors, to appoint a responsible disbursing agent. It has always been conceded since the hospital has grown to be a large and complex institution that the superintendent should be relieved of the immediate responsibility of disbursing. The only difference of opinion is as to the manner in which this relief should be granted. The committee of the last Congress that was appointed to investigate the management of the hospital gave this matter careful attention, and as a result of their deliberations their first recommendation embodies the change as set forth in the proposed amendment above, as follows:

That the statute should be amended so that the superintendent should be relieved of performing the duties of a disbursing officer of the hospital and should be given authority to appoint a disbursing officer to act under his direction.

The only other change in the amendment is in the designation of the salary of the superintendent. In the original statute the salary is designated as $2,500 a year. This, however, was changed in the deficiency bill approved March 3, 1881, to $4,000 per annum, the present salary. This latter figure has therefore been indicated in the amendment.

Respectfully,
WM. A. WHITE,
Superintendent.

Approved:
GARFIELD, *Secretary.*

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 87.

ACCEPTANCE OF CERTAIN GIFTS AND DECORATIONS FROM FOREIGN GOVERNMENTS.

LETTER

FROM

THE ACTING SECRETARY OF STATE,

RENEWING

APPLICATION MADE TO THE PRECEDING CONGRESS FOR PERMISSION FOR CERTAIN GENTLEMEN TO ACCEPT THE GIFTS AND DECORATIONS PRESENTED TO THEM BY FOREIGN GOVERNMENTS.

DECEMBER 11, 1907.—Referred to the Committee on Foreign Relations and ordered to be printed.

DEPARTMENT OF STATE,
Washington, December 10, 1907.

SIR: I have the honor to renew the applications made by this Department to the preceding Congress, in accordance with the provisions of section 3 of the act approved January 31, 1881 (H. R. 400, 59th Cong., 1st sess., and H. R. 210, 296, 413, and 555, 59th Cong., 2d sess.), that the gentlemen named below may be permitted to accept the gifts and decorations presented to them by foreign governments and that this Department may be authorized to deliver the articles to the persons for whom they are intended.

Decorations of the Order of the Legion of Honor, conferred by the Government of the French Republic.

Grand officer.—Lieut. Gen. Adna R. Chaffee, U. S. Army, retired.

Commander.—Mr. H. H. D. Peirce, minister to Norway; Mr. Henry Vignaud, secretary American embassy, Paris; Lieut. Gen. S. M. B. Young, U. S. Army, retired; Maj. Gen. J. A. Brooke, U. S. Army; Maj. Gen. J. F. Bell, U. S. Army; Brig. Gen. William Crozier, U. S. Army; Rear-Admiral F. J. Higginson, U. S. Navy.

Officer.—Brig. Gen. T. A. Bingham, U. S. Army, retired; Col. A. L. Mills, U. S. Army; Capt. Richard Wainwright, U. S. Navy; Rear-Admiral W. H. Brownson, U. S. Navy; Capt. H. W. Lyon, U. S. Navy; Capt. J. M. Hemphill, U. S. Navy; Commander W. G. Culver, U. S. Navy.

Chevalier.—Mr. E. V. Morgan, American minister to Cuba; Commander A. C. Baker, U. S. Navy; Lieut. Commander W. S. Sims, U. S. Navy; Lieut. Commander A.

Gleaves, U. S. Navy; Lieut. G. E. Evans, U. S. Navy; Lieut. A. H. Davis, U. S. Navy; Capt. Grote Hutcheson, U. S. Army; Capt. Daniel T. Moore, U. S. Army; Capt. Dennis E. Nolan, U. S. Army; Mr. F. W. Clark, curator U. S. National Museum.

Decorations of the Order of the Double Dragon, conferred by the Government of China.

Second class, first grade.—Mr. H. H. D. Peirce, American minister to Norway; Mr. John Barrett, Director of the Bureau of the American Republics.

Second class, second grade.—Col. T. W. Symons, U. S. Army.

Third class, first grade.—Mr. S. L. Gracey, consul at Foochow, China; Capt. A. W. Brewster, U. S. Army; Col. J. A. Ockerson, Mr. John Fowler, consul-general at Chefoo, China; Capt. J. M. Sigworth, U. S. Army; Lieut. C. C. Kinney, U. S. Army; Lieut. Paul M. Goodrich, U. S. Army; Lieut. Allan Smith, jr., U. S. Army.

Decorations of the Order of Mérite Agricole, conferred by the Government of the French Republic.

Mr. G. W. Hill, Mr. Henry E. Alvord, Mr. C. B. Brackett, Mr. W. A. Taylor, Dr. H. W. Wiley, Mr. M. A. Carleton, and Mr. John I. Shulte, Department of Agriculture.

Decorations of Officier d'Instruction Publique, conferred by the Government of the French Republic.

Col. J. A. Ockerson, member of the Mississippi River Commission; Mr. Caspar S. Crowninshield, American consul at Naples; Miss Anna T. Smith, translator, Bureau of Education, Interior Department.

Decorations and gifts conferred by the Government of Great Britain.

Souvenir coronation medal.—Capt. Richardson Clover, U. S. Navy.

Boer war medal.—Capt. S. L'H. Slocum, U. S. Army.

Sword.—Capt. Dorr F. Tozier, U. S. Revenue Marine.

Silver writing set.—Mr. Arthur M. Beaupré, American minister to the Argentine Republic.

Silver watch.—E. C. Hadley and Albert L. Whitten, light-house keeper and assistant light-house keeper.

Decorations of the Order of the Rising Sun, conferred by the Emperor of Japan.

First class.—Hon. George von L. Meyer, Postmaster-General; Mr. Lloyd C. Griscom, American ambassador to Italy.

Third class.—Hon. Huntington Wilson, Third Assistant Secretary of State; Spencer F. Eddy, Secretary American Embassy, Berlin.

Fourth class.—Robert Woods Bliss, secretary American legation, Brussels; Irwin B. Laughlin, second secretary American embassy, St. Petersburg; Thomas Smith vice-consul at Moscow.

Fifth class.—Ransford S. Miller, Japanese secretary to the American embassy at Tokyo; Samuel Smith, consul at Moscow; Roger S. Greene, consul at Dalny; George H. Scidmore, consul at Nagasaki.

Fourth class of the Order of the Sacred Treasure.—Paxton Hibben, second secretary of the American embassy at Mexico City.

Medals conferred by the Sultan of Turkey.

Gold medal.—Mr. J. G. A. Leishman, American ambassador at Constantinople.

Medals of merit.—Col. F. H. Phipps, U. S. Army; Lieut. W. P. Scott, U. S. Army.

Decorations conferred by the King of Siam.

Gold jubilee medal.—Mr. Hamilton King, American minister to Siam; Mr. Paul Nash, consul at Vladivostok.

Silver jubilee medal.—Mr. Joseph P. Sleden.

Decoration of Officier d'Académie, conferred by the Government of the French Republic.

Capt. Cornelius De W. Wilcox, U. S. Army; Mr. John C. Covert, consul at Lyon, France.

Decorations of the Order of Saints Maurizio e Lazzaro, conferred by the Government of Italy.

Dr. Eugene Wasdin, Dr. H. D. Geddings, U. S. Marine-Hospital Service.

Decorations conferred by the Emperor of Ethiopia.

Pendant with ribbon, pin, and star.—Mr. R. P. Skinner, consul-general at Marseille.
Medal.—Capt. George C. Thorpe, U. S. Marine Corps.

Miscellaneous.

Decoration of the Bust of the Liberator, conferred by the Government of Venezuela on Rear-Admiral P. H. Cooper, U. S. Navy.

Cross, conferred by King Kalakaua, of Hawaii, on Capt. Henry Wilson, U. S. Navy, commanding U. S. S. *Lackawanna.*

Gold medal presented by Oscar II, King of Sweden and Norway, to Rear-Admiral J. W. Nicholson, U. S. Navy.

Decoration of Nichan el Anouar, conferred by the Government of the French Republic on Capt. W. E. Horton, U. S. Army.

Decoration of the Order of the Osmaniek of the third class, conferred by the Khedive of Egypt on Mr. Ethelbert Watts, consul-general at Brussels.

Diamond snuffbox presented by the Shah of Persia to Mr. Richmond Pearson, American minister at Athens.

Silver cup and salver and a silver punch bowl and cups tendered to Rear-Admiral C. H. Davis, U. S. Navy, by the Governments of Great Britain and Russia.

Sword presented by the Sultan of Morocco to Mr. Samuel R. Gummeré, American minister at Tangier.

Silver cup presented by the President of Guatemala to Commander Richard T. Mulligan, U. S. Navy.

A letter similar to this has been sent to the Speaker of the House of Representatives.

I have the honor to be, sir, your obedient servant,

ROBERT BACON,
Acting Secretary.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No.87,pt.2.

ACCEPTANCE OF CERTAIN GIFTS AND DECORATIONS FROM FOREIGN GOVERNMENTS.

LETTER

FROM

THE SECRETARY OF STATE,

RENEWING

THE REQUEST MADE TO THE PRECEDING CONGRESS THAT CERTAIN GENTLEMEN MAY BE PERMITTED TO ACCEPT THE GIFTS AND DECORATIONS PRESENTED TO THEM BY FOREIGN GOVERNMENTS, ETC.

DECEMBER 18, 1907.—Referred to the Committee on Foreign Relations and ordered to be printed.

DEPARTMENT OF STATE,
Washington, December 16, 1907.

SIR: Supplying an omission in the Department's letter of the 10th instant, I have the honor to renew the requests made to the preceding Congress (H. R. 139 and 725, 59th Cong., 2d sess.) that the gentlemen named below may be permitted to accept the gifts and decorations presented to them by foreign governments, and that this Department may be authorized to deliver the articles to the persons for whom they are intended:

Sword presented by the Sultan of Morocco to Capt. W. S. Guignard, U. S. Army, and to Capt. John C. Fremont, U. S. Navy.

Decoration of the Order of Merit presented to Lieut. Leigh C. Palmer, U. S. Navy, by the King of Spain.

Decoration of the Order of St. Anne of the Third Class presented to Lieut. Commander N. A. McCully, U. S. Navy, by the Emperor of Russia.

Gold cup presented by the President of Guatemala to Mr. Leslie Combs, American minister at Lima, Peru.

While the Department of State has in the last ten years transmitted to Congress applications in more than one hundred cases of decorations and presents deposited with it in accordance with section 2 of the act of January 31, 1881, the Department recalls but three

instances during that period where Congress has acted. (The Fifty-seventh Congress authorized Commander James M. Miller and Surg. Oliver D. Norton, both of the Navy, and Mr. Edwin V. Morgan, at the time secretary of legation to Korea, to accept certain presents from the German Emperor, and the Fifty-ninth Congress authorized the acceptance of decorations by Prof. Simon Newcomb and Rear-Admiral B. H. McCalla.)

The Department of State does not wish to trouble Congress by transmitting such applications if it is contrary to the policy of Congress to grant them, and instructions have been given in the Department that pending action upon the old applications which have thus been renewed no further applications shall be transmitted unless it be in some special and extraordinary case.

A letter similar to this has been sent to the Speaker of the House of Representatives.

I have the honor to be, sir, your obedient servant,

ELIHU ROOT.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 88.

DISPOSITION OF MONEY ARISING FROM SALES OF LAND IN KIOWA, COMANCHE, AND APACHE INDIAN RESERVATIONS IN OKLAHOMA.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

WITH RESPECT TO

THE DISPOSITION OF THE MONEY ARISING FROM THE SALES OF LAND IN THE KIOWA, COMANCHE, AND APACHE INDIAN RESERVATIONS IN OKLAHOMA.

DECEMBER 11, 1907.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 10, 1907.

SIR: I have the honor to invite your attention to the following acts passed by the Fifty-ninth Congress, first session, relative to the sale of the lands of the Kiowa, Comanche, and Apache Indians in Oklahoma:

Act March 20, 1906 (34 Stats. L., 80).—An act for the establishment of town sites and for the sale of lots within the common lands of the Kiowa, Comanche, and Apache Indians in Oklahoma.

Act June 5, 1906 (34 Stats. L., 213).—An act to open for settlement five hundred and five thousand acres of land in the Kiowa, Comanche, and Apache Indian reservations in Oklahoma Territory.

Act June 28, 1906 (34 Stats. L., 550).—An act giving preference right to actual settlers on pasture reserve numbered three to purchase land leased to them for agricultural purposes in Comanche County, Oklahoma.

The act of March 20, 1906, provided that the land should be surveyed into lots, blocks, streets, etc., and after appraisal to be sold at public auction to the highest bidder—

the net proceeds of the sales shall be deposited in the Treasury to the credit of the Kiowa, Comanche, and Apache Indians, with interest to be paid them at the rate of four per centum per annum or shall be paid to them per capita, in the discretion of the Secretary of the Interior.

The acts of June 5 and 28, 1906, relative to the sale of 505,000 acres of grazing and wood lands provides—

That the money arising from the sale of such lands shall be paid into the Treasury of the United States and placed to the credit of said tribes of Indians, and said deposit of

money shall draw four per centum per annum; and the principal and interest of said deposit shall be expended for the benefit of said Indians in such manner as Congress may direct.

The United States Indian agent for the Kiowa, Comanche, and Apache Indians has recommended that the acts of June 5 and 28, 1906, be so amended that the principal and interest may be expended for the Indians in such manner as the Secretary of the Interior may deem for their best interests, which recommendation meets with the approval of the Commissioner of Indian Affairs.

If the two acts referred to are so amended they will then conform with the act of March 20, 1906, in so far as each relates to the disposition, by the Secretary of the Interior, of the proceeds from the sale of the lands. For the period ended June 30, 1907, there has been received from the sale of the lands under the acts of June 5 and 28, 1906, the sum of $846,397.93, but no receipts under the act of March 20, 1906, from the sale of the town lots, had been deposited in the Treasury. You will see that although the Indians now have a large sum in the Treasury to their credit, it can not be used until the Congress has so directed or the law as it now exists is amended.

There is attached hereto an item modifying and amending the acts of June 5 and 28, 1906, which is transmitted to the Congress for insertion in the Indian appropriation bill for 1909.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

Item.

That section two of the act of Congress approved June fifth, nineteen hundred and six, entitled "An act to open for settlement five hundred and five thousand acres of land in the Kiowa, Comanche, and Apache Indian reservation, in Oklahoma Territory, is hereby so modified and amended as to read: 'That the money arising from the sale of said lands shall be paid into the Treasury of the United States and placed to the credit of said tribes of Indians and said deposit shall draw four per centum interest per annum; and the principal and interest shall be expended for the benefit of said Indians in such manner as the Secretary of the Interior may direct.'"

Item.

The funds derived from the sale of the land as provided in the act of June 28, 1906 (34 Stats. L., 550), shall be deposited and expended in the same manner.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 89.

FINDINGS IN CASE OF FREDERICK T. WIMBISH, ADMINISTRATOR OF WILLIAM R. WIMBISH.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF FREDERICK T. WIMBISH, ADMINISTRATOR OF WILLIAM R. WIMBISH, AGAINST THE UNITED STATES.

DECEMBER 11, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 10, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11521. Frederick T. Wimbish, administrator of William R. Wimbish, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for stores and supplies alleged to have been taken by or furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 26th day of April, 1904, the United States Senate referred to the court a bill in the following words:

[S. 4373, Fifty-eighth Congress, second session.]

"A BILL For the relief of the estate of William R. Wimbish.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of William R. Wimbish, or to his legal representative, of West Feliciana Parish, Louisiana, nineteen thousand eight hundred and twenty-six dollars, the same being in full for and to be taken and accepted as a full and final discharge of his claim for supplies and stores taken from him by the military and naval forces of the United States for their use during the war for the suppression of the rebellion."

The claimant appeared in this court June 14, 1904, and filed his petition, in which it is substantially averred—

That during the war for the suppression of the rebellion William R. Wimbish, deceased, was loyal to the Government of the United States; that while residing on his plantation on Bayou Tunica, parish of West Feliciana, La., about the 5th of November, 1863, the following supplies and stores were taken aboard the United States transport *Taylor:*

150 head of beef cattle, at $25	$3,750
4 yoke oxen, $75 per head	600
1 saddle horse	300
1 saddle and bridle	25
1 large mule	200
1 set carriage harness	50
1 lot of poultry	10
1 boy's saddle	15

List of property taken November 8, 1863, by troops under command of Colonel Bacon, Sixth Michigan Volunteers, and carried on board same vessel for army use:

1,500 barrels corn, at $1.25	1,875
1 four-mule team, harness, and wagon	750
1 horse, saddle, and bridle	225
1 lady's saddle	25
1 lot ginned cotton	225
2 head beef cattle	150
50,000 feet of cypress lumber, at $2.50 per hundred	1,250
75 head fattening hogs, at $20 per head	1,500
2 ponies, saddles, and bridles	200
1 pair of extra fine mules	400
25 mules, at $150	3,750
3,500 barrels of corn, at $1.25 ber bushel	4,375
Making a total of	19,675

The case was argued and submitted on loyalty and merits on the 2d day of April, 1907.

Raleigh Sherman, esq., appeared for the claimant, and the Attorney-General, by Felix Brannigan, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the brief and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimant's decedent, William R. Wimbish, was loyal to the Government of the United States throughout the late civil war.

II. During said period there was taken from claimant's decedent in West Feliciana Parish, La., by the military forces of the United States, by proper authority, for the use of the Army, property of the kind and character above described, which at the time and place of taking was reasonably worth the sum of fifty-one hundred dollars ($5,100), no part of which appears to have been paid.

III. It appears that the claim herein was presented by the deceased claimant to General Canby, whose headquarters were in New Orleans, La., through H. C. Warmouth, esq., an attorney at law at that place: that, after calling several times for his conclusion, he was informed that his papers were lost in moving from one headquarters to another; that subsequently, year after year, the claim was again made out and forwarded to Col. B. B. Simms, Riggs House, Washington, D. C., who advised him that his "claim is filed, or registered." In April, 1904, the United States Senate, by resolution, referred the claim to this court under the provisions of the act of March 3, 1887, as hereinbefore mentioned.

BY THE COURT.

Filed December 2, 1907.
A true copy.
Test this 10th day of December A. D., 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 90.

FINDINGS IN CASE OF ELIZABETH B. EDDY, WIDOW OF CHARLES G. EDDY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ELIZABETH B. EDDY, WIDOW OF CHARLES G. EDDY, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 11, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 10, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11499. Elizabeth B. Eddy, widow of Charles G. Eddy, deceased, v. The United States.]

STATEMENT OF CASE.

This is a claim for the difference in pay of a private of infantry and a telegraph operator for the period of one year two months and four days during the war for the suppression of the rebellion. On the 26th day of April, 1904, the United States Senate, by resolution, referred to the court under the provisions of the act of March 3, 1887, a bill in the following words:

"[S. 750, Fifty-eighth Congress, first session.]

"A BILL For the relief of Elizabeth B. Eddy.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That there be paid to Elizabeth B. Eddy, of New York City, New York, out of any money in the Treasury not otherwise appropriated, the sum of one thousand two hundred and thirty dollars and eighty cents, being the difference in the pay of a private of infantry and a telegraph operator for one year two months and four days; said Eddy, when a sergeant, having been detailed for telegraph service on December twenty-third, eighteen hundred and sixty-two, having been, by reason of his absence from his regiment on this detail, reduced to the rank of private and deprived of the opportunity for promotion, and having from the date of his detail until February twenty-sixth, eighteen hundred and sixty-four, performed telegraph duty with only the pay of a private."

The claimant appeared in this court on the 8th day of June, 1904, and filed her petition, in which it is substantially averred—

That she is a citizen of the United States and a resident of the city of New York, State of New York, and is the widow of Charles G. Eddy, who died at Chicago, Ill., August 4, 1893.

That Charles G. Eddy enlisted as a private in Company A, Twenty-fourth Regiment Wisconsin Infantry, July 26, 1862.

That on December 23, 1862, he was detailed as a telegraph operator by order of Gen. A. D. McCook for duty at his headquarters; that he served on said detail until June 14, 1863, when he was directed by Special Field Orders, No. 192, from headquarters of General Rosecrans to report to Capt. J. C. Van Duzer for service in the United States military telegraph corps.

That on February 26, 1864, he was furloughed by Special Order No. 93 of the War Department to enable him to enter the service of the United States military telegraph corps, and that from and after February 26, 1864, he was carried on the rolls at civilian's pay at $100 per month.

That during the period from December 23, 1862, to February 26, 1864, he performed the duties of a telegraph operator and was only paid the pay of a private at $13 per month, and that there is due the claimant the difference between the pay of a private at $13 per month and $100 per month, the compensation paid to telegraph operators during said period, amounting to $1,230.80.

That said decedent, Charles G. Eddy, was, during the late war of the rebellion, loyal to the Government of the United States.

That the claim was presented to the accounting officers of the Treasury Department and was disallowed on the ground that there was no law under which the claim could be adjudicated by said officers; that said claim was thereafter presented to Congress and was by it referred to the court as aforesaid.

That claimant is the sole owner of the claim and the only person interested therein, and that no assignment of same or any part thereof or interest therein has been made.

The case was brought to a hearing on loyalty and merits on the seventh day of November, 1907.

Lyon & Lyon appeared for the calimant, and the Attorney-General, by W. H. Lamar, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimant's decedent, Charles G. Eddy, upon whose service this claim is based, was loyal to the United States, he having served in the military service of the United States from July 26, 1862, until the close of the war of the rebellion.

II. Said decedent was enrolled in the military service of the United States for three years on the 26th day of July, 1862, at Milwaukee, Wis., and was mustered into said service as sergeant, Company A, Twenty-fourth Wisconsin Infantry, on August 15, 1862. On December 22, 1862, he was detailed as telegraph operator at the headquarters of Gen. A. D. McCook, and served under said detail from December 23, 1862, until June 14, 1863, when the following order was issued:

"Special Field Orders, No. 192. } HEADQUARTERS DEPARTMENT OF THE CUMBERLAND, *Tullahoma, Tenn., June 14, 1863.*

[Extract.]

* * * * * * *

"4. Sergt. Charles G. Eddy, Company A, Twenty-fourth Wisconsin Volunteers, is detailed for duty in telegraph office and will report without delay to Capt. J. C. Van Duzer, assistant superintendent military telegraph.

"By command of Major-General Rosecrans:

"H. THRALL,
"*Captain and Assistant Adjutant-General.*"

While serving under said last-mentioned detail the following order was issued:

"Special Orders, No. 93. } WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE, *Washington, February 26, 1864.*

[Extract.]

"35. The following enlisted men will be furloughed without pay or emoluments until further orders, to enable them to enter the service of the United States Military

Telegraph Corps. They will be borne on their company rolls as on furlough. Sergt. Charles G. Eddy, Company A, Twenty-fourth Wisconsin Volunteers.

* * * * * * *

"By order of the Secretary of War:

"W. A. NICHOLS,
"*Assistant Adjutant General.*

III. Said Charles G. Eddy was carried on the pay rolls of the Quartermaster-General's Department of civilian employees of the United States Military Telegraph Service for the months of January, February, and March, 1864, at $70 per month, for the months of April, May, and June at $80 per month, and from July, 1864, to May 31, 1865, at $100 per month, a total of $1,550, and he receipted to various assistant quartermasters for the payments to him of said amounts.

It does not appear that said Charles G. Eddy received any pay for services as a telegraph operator for any time prior to January 1, 1864.

IV. No general or special orders were issued by the War Department during the civil war relative to the granting of furloughs to enlisted men to enable them to be employed in the United States Military Telegraph Service on the civilian rolls prior to October 30, 1863.

V. Said Charles G. Eddy was reduced to private September 1, 1864, and was mustered out with his company June 22, 1865. Including a net overpayment of $5.93 he has been paid by army paymasters the pay and clothing pay of a sergeant from July 26, 1862, to August 31, 1864, and of a private from September 1, 1864, to June 22, 1865, and $200 bounty under the acts of July 22, 1861, and July 28, 1866.

VI. The salaries paid to civilian employees of the United States Military Telegraph Service in the Department of the Cumberland during the months of January of the years 1862, 1863, and 1864 varied from $15 per month to $100 per month, as follows: $15, $20, $27, $30, $33, $35, $37, $38, $40, $47, $50, $55, $58.20 ($1.94 per day), $60, $65, $70, $75, $76, $80, and $100 per month.

VII. The difference between the pay of a telegraph operator for the period from December 23, 1862, to December 31, 1863, inclusive, at $70 per month, the rate allowed said Charles G. Eddy during the first three months of his service as civilian employee of the United States Military Telegraph Service, as shown in Finding III, and the pay and clothing pay received by him as sergeant during said period is six hundred and two dollars and ninety-two cents ($602.92), after deducting the overpayment of $5.93 as aforesaid.

VIII. The claim herein was duly presented to the accounting officers of the Treasury Department, but by them disallowed April 30, 1896, on the ground that they found nothing due the claimant's decedent under existing law.

BY THE COURT

Filed the 2d day of December, 1907.
A true copy.
Test this 5th day of December, A. D. 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 93.

STEAMER NICARAGUA.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A REPORT FROM THE SECRETARY OF STATE AND ACCOMPANYING PAPERS RELATING TO THE APPEAL FOR INDEMNITY ADDRESSED TO THE EQUITABLE CONSIDERATION OF THE GOVERNMENT OF THE UNITED STATES BY THE OWNERS OF THE NORWEGIAN STEAMSHIP NICARAGUA.

DECEMBER 12, 1907.—Read; referred to the Committee on Foreign Relations and ordered to be printed.

To the Congress of the United States:

I transmit herewith, as a case not acted upon by the Fifty-ninth Congress, a report from the Secretary of State and accompanying papers relating to the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamship *Nicaragua.*

THEODORE ROOSEVELT.

THE WHITE HOUSE,
Washington, December 12, 1907.

The PRESIDENT:

At the request of the minister of Norway, I have the honor to submit, for transmission to Congress, as a case not acted upon by the Fifty-ninth Congress, the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamship *Nicaragua.*

The loss alleged to have been incurred by the owners amounts to $4,926.27.

The case is printed as Senate Document No. 130, Fifty-ninth Congress, first session, a copy of which is inclosed.

Respectfully submitted.

ROBERT BACON,
Acting Secretary.

DEPARTMENT OF STATE,
Washington, December 10, 1907.

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 93.

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STEAMER NICARAGUA.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES.

TRANSMITTING

A REPORT FROM THE SECRETARY OF STATE AND ACCOMPANYING PAPERS RELATING TO THE APPEAL FOR INDEMNITY BY THE OWNERS OF THE NORWEGIAN STEAMER NICARAGUA.

JANUARY 8, 1906.—Read, referred to the Committee on Foreign Relations and ordered to be printed.

To the Congress of the United States:

I transmit herewith, as a case not acted upon by the Fifty-eighth Congress, a report from the Secretary of State and accompanying papers relating to the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamer *Nicaragua.*

THEODORE ROOSEVELT.

THE WHITE HOUSE,
Washington, January 8, 1906.

The PRESIDENT:

At the request of the chargé d'affaires ad interim of Norway at this capital, expressed in a note, a copy of which is inclosed, I have the honor to submit for transmission to Congress as a case not acted upon by the Fifty-eighth Congress, the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamship *Nicaragua.*

The loss alleged to have been incurred by the owners amounts to $4,926.27.

The case is printed as Senate Document No. 30, Fifty-eighth Congress, second session; Senate document No. 301, Fifty-seventh Congress, first session, and Senate Document No. 17, Fifty-sixth Congress, first session, copies of which are inclosed.

Respectfully submitted.

ELIHU ROOT.

DEPARTMENT OF STATE,
Washington, January 4, 1906.

[Translation.]

LEGATION OF NORWAY,
Washington, D. C., December 21, 1905.

MR. SECRETARY OF STATE: Referring to the note of December 16, 1903, from the Department of Foreign Affairs (Department of State) respecting the claim of the owners of the Norwegian steamer *Nicaragua*, I have the honor, by order of my Goverment, to beg that your excellency will be so good as to take steps to have the claim again presented for favorable consideration, no decision having been reached in the case by the last Congress.

The claim's object is to obtain, if possible, the repayment of a loss of $4,926.27 sustained by the owners from the fact that their ship had saved the life of an American citizen during the political disturbances at Bluefields, Nicaragua, in 1894.

All the particulars of the case, together with the text of exhibits, have already been printed officially several times.

Be pleased to accept, Mr. Secretary of State, the renewed assurances of my highest consideration.

CHR. HAUGE.

His Excellency ELIHU ROOT,
Secretary of State, etc.

[S. Doc. No. 30, Fifty-eighth Congress, second session.]

To the Congress of the United States:

I transmit herewith, as a case not acted upon by the Fifty-seventh Congress, a report from the Secretary of State and accompanying papers relating to the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamer *Nicaragua*.

THEODORE ROOSEVELT.

WHITE HOUSE,
Washington, December 15, 1903.

The PRESIDENT:

At the request of the minister of Sweden and Norway at this capital, expressed in a note, copy of which is inclosed, I have the honor to submit, for transmission to Congress, as a case not acted upon by the Fifty-seventh Congress, the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamship *Nicaragua*.

The loss alleged to have been incurred by the owners amounts to $4,926.27.

The case is printed as Senate Document No. 301, Fifty-seventh Congress, first session, and Senate Document No. 17, Fifty-sixth Congress, first session, copies of which are inclosed.

Respectfully submitted.

JOHN HAY.

DEPARTMENT OF STATE,
Washington, December 14, 1903.

[Translation.]

LEGATION OF SWEDEN AND NORWAY,
Washington, November 3, 1903.

MR. SECRETARY OF STATE: Referring to your excellency's note of April 3, 1902, in the matter of the claim of the owners of the Norwegian steamer *Nicaragua*, I have the honor, by order of my Government, to beg that your excellency may be pleased to take measures for a renewed favorable examination of the claim, no decision having been reached in the case by the last Congress.

Your excellency will kindly remember that the claim is for the purpose of obtaining, if possible, the repayment of a loss of $4,926.27 caused to the owners in conse-

quence of their ships having saved the life of an American citizen during the political disturbances that took place in 1894 at Bluefields, Nicaragua.

All the particulars of the case, together with the text of accompanying exhibits, have already been officially printed several times.

Be pleased to accept, etc., A. GRIP.

[S. Doc. No. 301, Fifty-seventh Congress, first session.]

To the Congress of the United States:

I transmit herewith, as a case not acted upon by the Fifty-sixth Congress, a report from the Secretary of State and accompanying papers relating to the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamship *Nicaragua*.

THEODORE ROOSEVELT.

WHITE HOUSE,
Washington, April 11, 1902.

The PRESIDENT:

At the request of the minister of Sweden and Norway at this capital, expressed in a note (copy of which is inclosed), I have the honor to submit for transmission to Congress, as a case not acted upon by the Fifty-sixth Congress, the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners of the Norwegian steamship *Nicaragua*.

The minister states that the personal claim of the master of the vessel for $750 is withdrawn. The loss alleged to have been incurred by the owners amounts to $4,926.67.

Respectfully submitted.

JOHN HAY.

DEPARTMENT OF STATE,
Washington, April 10, 1902.

[Translation.]

LEGATION OF SWEDEN AND NORWAY,
Washington, April 3, 1902.

MR. SECRETARY OF STATE: Your excellency was good enough to inform me, by a note dated December 13, 1899, that the question of an indemnity to the owners of the Norwegian steamer *Nicaragua* had been for the second time referred to the decision of Congress. The Fifty-sixth Congress, however, adjourned without taking up the case. I have received instructions from my Government to have again recource to the kind intercession of your excellency, in order to have the claim again submitted to the favorable decision of whom it may concern.

As your excellency will be pleased to remember, the case may be summed up as follows: The owners of a Norwegian vessel wish to obtain, if possible, the reimbursement of a sum of 18,228.68 crowns, or $4,926.67, which they lost on account of their ship saving an American citizen's life during the political disturbances of Bluefields, in Nicaragua. A full description of the matter has been officially published several times, and I believe I may refer to those documents.

The amount claimed by my fellow-countrymen has, however, been reduced since I last wrote to your excellency on the subject. The commanding officer of the *Nicaragua*, who had estimated his personal loss to be $750, died several months ago, and his widow has agreed to withdraw her claim for the said $750, which was not supported by written evidence or vouchers. There thus remains but the claim of the owners for the above-mentioned sum of 18,228.68 crowns, equal to $4,926.67, the correctness of which is established by the exhibits transmitted at the time to the Department of State and printed in the official documents to which I had the honor to advert hereinbefore.

Be pleased to accept, Mr. Secretary of State, the assurances of my highest consideration.

A. GRIP.

His Excellency JOHN HAY,
Secretary of State.

S. Doc. No. 17, [Fifty-sixth Congress, first session.]

To the Congress of the United States:

I transmit herewith, as a case not acted upon by the Fifty-fifth Congress, a report from the Secretary of State and accompanying papers, relating to the appeal for

indemnity addressed to the equitable consideration of the Government of the United States by the owners and late master of the Norwegian steamship *Nicaragua*.

WILLIAM MCKINLEY.

EXECUTIVE MANSION,
Washington, December 11, 1899.

The PRESIDENT:

At the request of the minister of Sweden and Norway at this capital, I have the honor to submit for transmission to Congress, as a case not acted upon by the Fifty-fifth Congress, the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners and late master of the Norwegian steamship *Nicaragua*.

Respectfully submitted.

JOHN HAY.

DEPARTMENT OF STATE,
Washington, December 7, 1899.

[House Document No. 162, Fifty-fifth Congress, second session.]

To the Congress of the United States:

I transmit herewith, for such action as Congress may deem proper to take, a report from the Secretary of State and accompanying correspondence, relating to the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners and late master of the Norwegian steamship *Nicaragua*.

WILLIAM MCKINLEY.

EXECUTIVE MANSION,
Washington, December 16, 1897.

The PRESIDENT:

I have the honor to submit for transmission to Congress, should it be deemed proper to do so, correspondence between the legation of Sweden and Norway at Washington and this Department in regard to the appeal for indemnity addressed to the equitable consideration of the Government of the United States by the owners and late master of the Norwegian steamship *Nicaragua*.

The circumstances of the case, as stated by the minister of Sweden and Norway, are as follows:

On August 14, 1894, the vessel was about to sail from Bluefields, Nicaragua, for Mobile, Ala., with a cargo of bananas, when Mr. John McCafferty, an American citizen residing in Bluefields, came on board and begged the master to take him to Mobile, or to transfer him to the U. S. S. *Columbia*, which was then lying off that port.

Mr. McCafferty claimed that his life was in danger owing to the internal disturbances then prevailing in Bluefields. It is alleged that the Norwegian captain informed the officer in command of the United States war vessel of the fugitive's desire, but that that officer was unwilling to receive him.

Under these circumstances the Norwegian master agreed to transport Mr. McCafferty to Mobile as an act of humanity. He appears to have been aware that carrying the passenger rendered his vessel liable to quarantine, but to have presumed that the exceptional circumstances of the case would be taken into consideration and the quarantine not enforced.

On arriving at Mobile the vessel was quarantined for five days and her cargo of fruit damaged. A law suit between the charterers of the vessel and her owners followed, the latter losing their case both in the United States district and circuit courts, to the latter of which courts the master appealed the case at his own expense.

The total loss to the owners is claimed to have been $4,926.67 and to the master $750, who, in addition, lost his place as a result of his action.

The owners of the steamship and the late master are aware that they have no legal claim against the United States Government, but in view of their allegations that their losses were incurred through assistance lent to an American citizen whose life was threatened, they appeal, through their diplomatic representative, for relief to the equitable and kindly consideration of that Government.

Respectfully submitted.

JOHN SHERMAN.

DEPARTMENT OF STATE,
Washington, December 15, 1897.

LEGATION OF SWEDEN AND NORWAY AT WASHINGTON,
Washington, May 24, 1897.

MR. SECRETARY OF STATE: On the 14th of August, 1894, the Norwegian steamer *Nicaragua*, G. Nicolaysen, master, was about to sail from Bluefields, Nicaragua, for Mobile, Ala., with a cargo of bananas, when Mr. John McCafferty, an American citizen, came on board and begged the captain to take him to Mobile or to transfer him to the U. S. S. *Columbia*, which lay in the harbor. Mr. McCafferty's life was in danger at Bluefields, where internal disturbances then prevailed. The Norwegian captain informed the officer in command of the American war ship of the fugitive's desire, but that officer appears to have declined to receive his countryman. After receiving the report of an officer whom he had sent to confer with the Norwegian captain, the officer commanding the *Columbia* signaled to the Norwegian vessel that she might sail for Mobile.

Mr. McCafferty's presence on the Norwegian vessel must have constituted an infringement of the quarantine laws of the port of Mobile. The Norwegian captain hoped, however, that those laws would not be rigorously enforced, inasmuch as he had, by his action, saved the life of an American citizen, and as the commander of the American war ship had told him to sail with the fugitive on board. He was, nevertheless, mistaken. The health authorities of Mobile ordered the vessel to be quarantined for five days, and during that time the vessel's cargo of fruit was spoiled. A lawsuit followed between the freighters of the vessel and her owners, and the latter lost their case in the United States courts. The captain lost his position, and is now earning his livelihood as a clerk at Ponta Delgada.

The total loss of the owners of the vessel amounted to 18,228.68 crowns, or about $4,926.67. The loss of the captain, who, among other things, appealed his case from the decision of the lower court at his own expense, was $750.

The owners and the captain have requested me to submit the question of indemnifying them for these losses to the kind consideration of the United States Government. The losses were incurred through the assistance lent to an American citizen whose life was threatened, and whom a war vessel of his own nation was unwilling to receive on board. The commander of that war vessel had detailed one of his officers to examine the situation and then told the Norwegian vessel to sail.

There is no doubt that the losses were the direct result of the Norwegian captain's act of humanity. If he had refused to receive the American citizen the Norwegian vessel would not have been quarantined, and consequently would have sustained no losses.

My countrymen are aware that the United States Government is under no formal obligation in this case; they appeal solely to the kind and generous sentiments of the Government, hoping that it will not allow foreign subjects to be compelled to pay, definitively, the aforesaid sums for having saved the life of an American citizen.

I have the honor to submit the matter to your excellency for decision, and I take the liberty herewith to transmit as inclosures, which will serve to throw light upon some details of the question, a statement of the Norwegian captain, bearing date of the 7th instant, and two printed documents relating to the suit.

Be pleased to accept, etc.,

A. GRIP.

Hon. JOHN SHERMAN,
Secretary of State, etc.

No. 107.] DEPARTMENT OF STATE,
Washington, July 8, 1897.

SIR: I have the honor to acknowledge the receipt of Mr. Grip's note of the 24th of May last, in further relation to the case of the Norwegian shipmaster, G. Nicolaysen, who, through his generous act in giving shelter to a reputed American fugitive in the harbor of Bluefields and in carrying him thence to Mobile, incurred five days' quarantine at the latter port, with the consequent loss of his perishable cargo of fruit, involving injury to the owners of the ship of some $4,926.67, and to the master, on his individual account, of some $750. In view of the circumstances, which Mr. Grip fully recites in his note, and admitting that the United States Government is under no formal obligation in this case, the minister appeals, on behalf of his countrymen, to the kind and generous sentiments of this Government, "hoping," to use his own language, "that it will not allow foreign subjects to be compelled to pay, definitively, the aforesaid sums for having saved the life of an American citizen."

While the case, as touchingly stated in the master's narrative which Mr. Grip submits and as disclosed in the printed papers he sends me, appeals strongly to sympathy, the United States Government, as you yourself perceive, being under no legal

liability to indemnify the master and owners of the Norwegian steamer *Nicaragua*, could not admit such obligation in any way, even were funds at its disposal to enable it to make a gracious tender of reparation to the injured parties. If relief can be brought about at all, it can only be by the action of the Congress of the United States in voting the payment of the sums mentioned, or of such sum as may be deemed adequate, to the parties as a gratuity.

Whether that high body would be disposed so to act if the matter were brought to its knowledge is of course a matter beyond my conjecture; but if you should so desire and will acquaint me with your wish I shall have much pleasure in laying the papers and the correspondence in the case before the President, with a view to submitting the matter to the Congress at its next regular session in December, for such action as it may deem proper to take.

Accept, etc.,

JOHN SHERMAN.

Mr. N. J. KNAGENHJELM, etc.

LEGATION OF SWEDEN AND NORWAY AT WASHINGTON,
Washington, July 11, 1897.

MR. SECRETARY OF STATE: I have the honor to acknowledge the receipt of your excellency's communication dated the 8th instant, in reply to Mr. Grip's note of the 25th of May last, in regard to indemnification by the Government of the United States for the losses suffered by the owners and commander of the Norwegian steamer *Nicaragua*, in consequence of the humane act of the said commander in affording refuge on board of his vessel to Mr. John McCafferty, an American citizen, whose life was threatened at Bluefields, Nicaragua, and then carrying him away safe and sound to the port of Mobile, Ala.

In expressing the sincere thanks of this legation for the expressions of sympathy for my said countrymen, in which the above-mentioned note of your excellency was conceived, I take the liberty of informing your excellency that the legation of the King gratefully accepts your kind proposition to bring the papers in this case to the notice of His Excellency the President, for the purpose of appealing at the next session of Congress to the sentiments of benevolence and generosity of that distinguished assembly in favor of the owners and commander of the *Nicaragua*.

Accept, etc.,

N. J. KNAGENHJELM.

Hon. JOHN SHERMAN,
Secretary of State, etc.

Minister GRIP,
Washington, D. C.:

For about three years I was master of the Norwegian steamship *Nicaragua*, employed in the fruit trade between Bluefields, New Orleans, and Mobile.

When we, in the beginning of August, 1895, came to Bluefields, we anchored outside the bar. War ships were lying there belonging to the United States, and also a British war vessel. They were there to protect their citizens, as a revolution was brewing, and Bluefields was invaded by Nicaraguan soldiers.

The foreigners, mostly British and Americans, were all in favor of the old Mosquito Government, but dared not openly side with their party. The men-of-war played a watching game, but were too far out to give any protection in case the undisciplined soldiers of Nicaragua broke loose or the natives had started to fight. The fright and excitement was at its highest point the morning we anchored. Hundreds of people from Bluefields took their refuge to the British man-of-war. My agent, Captain Petersen, came out himself with a boat load of these people, and after having put them on board the British war ship, came alongside and on board the *Nicaragua*.

He complained bitterly about the state of affairs ashore, and about the little protection they got from the American ships. He spoke about sending his wife and children with us to the States, and had all his ready money about him. We decided to go up the river and try to get fruit. I went ashore with him, and could quite agree with him that Bluefields was no safe place. I had a long talk with him about the affairs of the Mosquito Reservation and Bluefields.

He told me that previously the American consul (Seat) and Sam Weil had been sent to Washington to speak about their troubles and prevent Nicaragua from annexing Bluefields, as they knew that they would tax them heavily and kill all trade and make the place be governed after their laws, or, rather, their interest.

It was on a previous occasion that Mr. Seat and Sam Weil went to Washington. They had done nothing, they said, and the people at Bluefields even blamed Seat and

S. Weil for having neglected their interests. They went even so far as to say that Sam Weil had bought arms and ammunition for the Nicaraguans. The only man who seemed to have the confidence of the foreign element and the natives was a man, John McCafferty, a mine owner and also an occasional correspondent to the New Orleans papers.

I heard a good deal of talk about this gentleman, an American by birth, but I did not see him ashore. Captain Petersen told me that the Nicaraguans were after him, and I also heard from several people ashore that his life was in danger on account of his writing to the papers, which were disclosing the state of affairs and hurting the Nicaraguan interests. They were afraid that there would be a general murder if he was taken, as the natives would defend him; his remaining at the place was a danger to all the people; they begged me take him with me, but I did not give Captain Petersen any other promise that I would speak to Dr. Pruit for him. I did not do so, as I was not sure of his coming on board, when on the 14th of August we came down loaded with fruit and anchored at the Bluff to wait for the papers.

Dr. Pruit had gone down with us from Rama. Two boats came sailing out from Bluefields and brought a young boy, son of Consular Agent Seat, Dr. Kuehn, the doctor of the port, and a German inspector of mines, by name, Otto Lerch, who also wanted to leave and asked Dr. Pruit to give him permission as ship's doctor, as he was also doctor in medicine.

Dr. Pruit objected to this and also objected to give permission to Mr. McCafferty to go. He knew his life was in danger; he knew that the citizens wanted to send him, but still he refused permission. He was afraid of losing his income as a doctor for the Nicaraguans. His patients would have left him if he had done anything against their interests.

It also appeared that the people ashore had not dared to put their names to a memorial or petition to the United States Government that was to be delivered at Washington by Mr. McCafferty. Petersen's clerk did not bring any credentials. He handed me a sealed large envelope, to make me believe the papers were in order. When I opened the envelope it contained only the consular invoice. Petersen's clerk (his nephew) begged me to take McCafferty, so did Dr. Kuehn and Lerch, but, as Dr. Pruit would not give permission, Consul Seat's son filled out the crew list with no passenger. He brought it out blank to be able to fill in Dr. Lerch and Mr. McCafferty in case they went in the ship. He stated something different when he was asked as a witness at Bluefields, but all the witnesses had been tampered with by Mr. Laubenheimer, who went there by first boat that left Mobile after our arrival. If the witnesses at Bluefields had been examined in the United States the case would have turned out differently.

I was upset; I was afraid of McCafferty's life if I sent him off; besides, I was, according to charter party, bound to follow the orders and instructions of my charterers; but still I dared not take him to Mobile, but offered to put Mr. McCafferty on board of the United States cruiser *Columbia*. Hove up the anchor and went alongside the *Columbia* and hoisted signals that I had a political refugee on board. A boat was lowered and Lieutenant Lowry came on board. I had a long talk with him explaining the circumstances. I had also written a letter to Commander Sumner, but this letter was produced against me in court; it had to be read along with the verbal message that Lieutenant Lowry brought. I had been carrying passengers all through the year to the States. They either had permission or permits sent out to them from Mobile, as if the Mobile board of health could dispose of these favors at their own will.

Stowaways had been landed during the quarantine seasons. All these facts contributed to my belief that I should have no trouble; but I wished most that Mr. McCafferty was taken on board the *Columbia*. If I had stopped by the British man-of-war and asked for protection for him they would have taken him without any objections; but I deemed that would be looked upon as an insult to the American man-of-war, and I was chartered by American citizens.

But dearly I had to suffer for my trust in Commander Sumner. They hoisted the signal, "You may proceed," but when I came to Mobile Bay I was put in quarantine. You know what losses the owners suffered, but I had to pay most for my protection to an American citizen.

I inclose you letter from my owners and report of meeting of the owners.

Seven hundred and fifty dollars I paid for appeal, besides other losses, and they even wanted to take my shares in the ship away from me and hold me responsible for all losses.

Hoping you may be able to alter the case, I remain,

Yours, respectfully,

G. NICOLAYSEN,
Late Master of Steamship Nicaragua.

PONTA DELGADA, *May 7, 1897.*

[United States circuit court of appeals, fifth circuit, from the district court of the United States, southern district of Alabama.]

G. NICOLAYSEN, CLAIMANT OF THE NORWEGIAN STEAMSHIP NICARAGUA, APPELLANT, VS. THE ORR & LAUBENHEIMER COMPANY, LIMITED, APPELLEE.

BRIEF OF GREGORY L. SMITH AND HARRY T. SMITH, PROCTORS FOR APPELLANT.

STATEMENT OF THE CASE.

This case was begun on August 24th, 1894, by the libel of the appellee seeking to recover damages for the alleged violation of a certain charter party, then existing between the libellant and the owners of said steamship, in that after the said vessel had left Bluefields, Nicaragua, destined for Mobile, Alabama, with a cargo of perishable fruit, the master thereof received and knowingly took on board at Bluefields a passenger and brought him to Mobile, whereby on arriving at Mobile the said steamship *Nicaragua* became and was detained by the quarantine authorities at said port, for fumigation, for a space of three entire days, which detention the libel alleges, arose alone from the said violation by the said master of the quarantine regulations in bringing up said passenger to Mobile, and was without default by libellants. (See Libel, record, pages 4–9.)

It is conceded by all that this vessel did arrive at quarantine station, Mobile Bay, on Saturday, the 19th of August, and was there detained by the quarantine officer in charge, on account of the presence of a passenger, one John McCafferty, and that certain damage did result to the cargo of said vessel from this detention; the extent of this damage is not now material, the only question raised by the assignments of error being as to the liability of steamship for the damage thus suffered, the amount thereof having been correctly ascertained.

On April 11th, 1895, the district court decreed that the libellant was entitled to recover these damages (record, pages 203 and 204), which were finally fixed at $2,833.15, for which a decree was rendered against the appellant on July 10th, 1895 (record, pages 204 and 205). It is for the reversal of these decrees that this appeal is taken.

The respondent (now appellant) denies liability of the vessel in his answer (see record, pages 11–18) and now insists upon the reversal of said decrees for the following reasons:

1st. Because the master of said steamship was, in the matter in question, the agent of the libellant as charterer, and not as the agent of the owner of said vessel.

2d. Because no duly established quarantine regulation was in fact violated.

3d. Because the passage of said John McCafferty was in fact authorized by the agent of the libellant residing at Bluefields.

4th. Because said McCafferty was an American citizen, who was at that time in great peril of assassination, and because it was necessary to so receive him as such passenger in order to save human life. (See Answer, record, pages 11–18.)

The facts relative to each of these propositions are as follows:

FIRST.

The charter party which it thus becomes necessary to construe is in words and figures as follows, viz:

West Indian and American time-charter form.

"This charter party, made and concluded in the city of New Orleans the 12th day of August, 1893, between G. Nicolaysen, master of the good steel screw steamship *Nicaragua*, * * * and Messrs. Steinhardt & Co., of New Orleans, merchants.

"Witnesseth, That the said owners agree to let, and the said charterers agree to hire, the said steamship from the time of delivery, a period of six calendar months * * * to be employed in carrying lawful merchandise, including petroleum or its products, in cases, and passengers so far as accommodations will allow (but any expenses to suit United States passenger inspection to be borne by charterers), between port and ports in Canada, * * * | or the United States of America, and | or West Indies or Gulf of Mexico, and | or Caribbean Sea, and | or Central America, and | or South America, not south of the River Platte, as the charterers or their agents shall direct, on the following conditions:

"1. That the owner shall provide and pay for all provisions, wages, and consular shipping and discharging fees of captain, officers, engineers, firemen, and crew; shall pay for the insurance of the vessel, also for all engine-room and deck stores, and maintain her in a thoroughly efficient state in hull and machinery for and during the services, guaranteeing to maintain the boilers in a condition to bear a working pressure of at least sixty pounds (and this pressure to be carried continuously) during the whole term of this charter, and victual and provide for all passengers in the best manner according to their class, charterers paying at the rate of one dollar and fifty cents per day for each first-class passenger and one dollar per day for laborers and second-class passengers.

"2. That the charterers shall pay and provide for all the coal, port charges, pilotages, agencies, and commissions, and the charterers shall accept and pay for all coal in the steamer's bunkers on delivery, at the current market rate of New Orleans, per ton, and the owners shall, on expiration of this charter party, pay for all coal left in bunkers at the current market prices at the respective ports where she is delivered to them. It is understood that the steamer must have sufficient coal in bunkers on delivery to take her to a United States Gulf port.

"3. That the charterers shall pay for the use of said vessel (£475) four hundred and seventy-five pounds sterling, lump sum, per calendar month, commencing from noon of Monday, August 14th, after the vessel is ready as above, and reported at the custom-house and placed with clear holds at charterers' disposal, and at and after the same rates from any part of a month, hire to continue from the time specified for terminating the charter until her delivery to owners (unless lost) at a port in United States.

"4. Payment of said hire to be made in cash in New Orleans at the rate of $4.80 per pound sterling, half monthly, in advance, from the date of delivery of steamer; and in default of such payment the owners shall have the faculty of withdrawing the said steamer from the service of the charterers without prejudice to any claim they, the owners, may otherwise have on charters in pursuance to this charter; cash for ship's necessary disbursements, if desired by master, but not exceeding £250 monthly, to be supplied by charterers to the captain at current rate of exchange, subject to a commission of 2½ per cent to cover all charges, and captain's receipts to be taken as part payment of the freight.

"5. That should the steamer be on her voyage toward the port of return delivery at the time a payment of hire comes due, said payment shall be made for such a length of time as owners, agents, and charterers, or their agents, may agree upon as the estimated time necessary to complete the voyage, and when the steamer is delivered to owner's agents any difference shall be refunded by steamer or paid by charterers, as the case may require.

"6. That the cargo or cargoes shall be laden and | or discharged by charterers at their expense, under the direction of the master, but charterers shall not be responsible for improper stowage with the assistance of the steamer's crew and tackle in any docks and | or at any wharves or places that charterers or their agents may direct, provided the steamer can always safely lie afloat at all times of tide.

"7. That the whole reach of the steamer's holds, decks (consistent with seaworthiness), and all places of loading and passenger accommodation of the steamer (not being more than she can reasonably carry and stow), shall be at the charterer's disposal, reserving only proper and sufficient space for the ship's officers, crew, tackle, provisions, stores, and fuel.

"8. That the captain shall prosecute his voyages with the utmost dispatch and take every advantage of wind by using the sails, with a view to economize fuel, and shall render all possible assistance with ship's crew and boats.

"9. That the captain, although appointed by owners, shall be under the orders and direction of the charterers as regards employment, agency, or other arrangements; and the charterers hereby agree to indemnify the owners from all consequences or liabilities that may arise from the captain signing bills of lading or otherwise complying with their orders and directions.

"10. That if the charterers shall have reason to be dissatisfied with the conduct of the captain, officers, or engineers they shall make such complaint in writing to the owners, who shall, if necessary, dismiss any of the officers should they find the complaints made by charterers are justified and proven.

"11. That the charterers shall have permission to appoint a supercargo, who shall accompany this steamer and be furnished free of charge with same fare as captain and accommodations in cabin, and to see that voyages are prosecuted with the utmost dispatch.

"12. That the master shall be furnished from time to time with all requisite instructions and sailing directions, and shall keep a full and correct log of the voyage or voyages, which are always to be open to the inspection of the charterers or their agents.

"13. That the charterers shall have the option of continuing this charter for a further period of six months on giving notice thereof to owners or their agents (15) fifteen days previous to the expiration of the first-named term.

"14. That in the event of loss of time from deficiency of men and stores, want of repairs, breakdown of machinery or stranding, or damage or other causes appertaining to the duties of the owners, preventing the working of the steamer in her ordinary capacity for more than twenty-four hours, the payment of hire shall cease until she be again in an efficient state to resume her service; and should she, in consequence of such deficiency, want of repairs, breakdown, or other causes, put into any port other than that to which she is bound, the port charges, pilotages, etc., at such ports shall be born by the steamer's owners; but should the vessel be driven into port or to anchorage by stress of weather or from any accident to the cargo, such detention or loss of time shall be at the charterer's risk and expense; also, if any loss of time from crew or stores not being on board in time, or from repairs to hull and machinery, which are for owner's account not being complete after cargo and coals are on board, and hour of sailing has been fixed by charterers, and notice given to captain, he time lost is for steamer's account.

"15. That should the vessel be lost any hire paid in advance and not earned (reckoning from the date of her loss) shall be returned to the charterers, with interest from date of loss; the act of God, public enemies, fire, restraints of princes, rulers, and people, and all other dangers and accidents of the seas, rivers, machinery, boilers, and steam navigation throughout this charter party always excepted.

"16. That should any dispute arise between owners and charterers, the matters in dispute shall be referred to three persons in New Orleans, one to be appointed by each of the parties hereto and the third by the two chosen; their decision or that of any two of them shall be final, and for the purpose of enforcing any award this agreement may be made a rule of court.

"17. That the owners shall have a lien upon all cargoes and all subfreights for any amounts due under this charter, and the charterers shall have a lien upon the ship for all moneys paid in advance and not earned.

"18. That as the steamer may be, from time to time, employed in tropical waters during the term of said charter party, steamer is to be docked, bottom cleaned and painted wherever charterers and master think necessary, at least once in every three months, and payment of the hire to be suspended until she is again in proper state or service.

"19. Two and one-half per cent address commission payable to charterers.

"20. Steamer to work night and day if required by charterers, and all steam winches to be at charterers' disposal during loading and discharging. Steamer to provide men to work winches both day and night as required, charterers agreeing to pay for any night work incurred.

"21. That the steamer be provided with awnings throughout during the whole of this charter, also with wind sails for each hatch, besides stationary ventilators placed at convenient places throughout the deck as charterers may direct.

"22. That the steamer shall be provided with loose planks, 2 to 2½ inches thick, to make a platform or between decks all through the vessel's hold, and also provided with iron beams for such temporary platform or between decks to rest on, building the same strong to hold a tier of fruit.

"23. That the crew is not allowed, under any circumstances, to carry bananas or other merchandise for their own account. Donkey boiler not to be worked when carrying bananas.

"24. That should the steamer have an iron deck the owners shall agree to have the same sheathed all through with 2½-inch planks, or otherwise charterers will do it at owners' expense.

"25. That in the event of cholera becoming epidemic in the United States Atlantic ports, charterers to have option of cancelling this charter party on giving owners or agents fifteen (15) days' notice of such intention.

"26. That on account of the perishable nature of the cargoes that this steamer is intended to carry, she is not allowed to stop to pick up any wreck, or in any way assist, or tow any vessel, when by so doing she is liable to be detained, unless only, in order to save human life. All salvages and derelicts for owners' and charterers' joint benefit in equal shares.

"28. The steamer must provide a crew consisting of men who have had yellow fever, or have been in places where yellow fever has been epidemic to such extent as will satisfy the board of health that they are acclimated. The ship and crew must in all respect be such as will meet the requirements of the Louisiana State Board of Health.

"29. Penalty for nonperformance of this contract, estimated amount of damages."

This charter party was duly assigned to libellant, and the extension thereof was in full force at the time that this controversy arose.

SECOND.

Did the duly established quarantine regulation in force for the year 1894 forbid the entrance of said passenger? The evidence on this subject was as follows:

The witness, R. B. Owen, testified in substance as follows (printed record, page 92, et seq.):

"I was the secretary and executive officer of the Mobile quarantine board in 1894. My duties as secretary were to keep records of the board and its accounts. * * *

"That portion of the minutes of the quarantine board of Mobile Bay which relates to the quarantine of 1892 is contained in the minutes of the board at a meeting held on April 13th, 1902, and is as follows, viz:

"The president reported that he had prepared certain rules and regulations for the conducting of the quarantine, and also a form of proclamation of quarantine, and had submitted the same to the board of health. That board had referred the same to a committee composed of its president and health officer of the city. The president of the board of health, after having examined the same, suggested no change whatever, and he now read the same to this the quarantine board for its action thereon. The rules and regulations so prepared by the president being then read by him, Mr. Rich moved that the same be approved and adopted by this board, and that they be printed as the law requires. The motion was seconded by Mr. Brown and carried.

"Mr. Rich moved that a proclamation of quarantine be issued and published on Sunday next, the 17th inst. Said publications to be made three times. Motion seconded by Judge Gasquet and carried."

The rules and regulations referred to in these minutes throw absolutely no light on this case, since they do not show what vessels, if any, were quarantined against; they are not for that reason hereby copied. They will be found on pages 95, 96, and 97 of the printed record. The proclamation, however, was as follows:

"*Quarantine proclamation.*

"OFFICE OF QUARANTINE BOARD OF MOBILE BAY,
"*Mobile, Ala., April 15th, 1892.*

"QUARANTINE PROCLAMATION.

"In accordance with law, and by authority vested in me by the quarantine board of Mobile Bay, I, T. S. Scales, president of said board, do hereby declare that from and after the first day of May, 1892, and until the first day of December, 1892, unless sooner revoked, a rigid quarantine shall be enforced against all vessels entering lower Mobile Bay, as follows:

"1st. Against vessels, with their ballast, crews, passengers, baggage, and freight, coming from ports regarded as infected.

"2d. Against vessels, together with their ballast, crews, passengers, baggage, and freight, coming from ports regarded as suspected.

"3d. Against vessels and their contents which are infected or with a history of infection during the present year.

"Ports regarded as infected are Rio de Janeiro, Para, Bahia, Pernambuco, Santos, Ceara, Puntas Arenas, Guayaquil, Havana, Matanzas, Cienfuegos, Cardenas, Santiago de Cuba, Kingston, and Vera Cruz, and vessels arriving from ports hereafter becoming infected will be treated in the same manner as those from ports named.

"Ports regarded as suspected are all other South American and West Indian ports, as well as those of Central America and Mexico, with the exception of the following, to wit: Ruatan, Bonacco, Utilla, Truxillo, and Swan Island, but vessels from these five named with passengers aboard will be subjected to such detention and disinfection of vessels and contents as the quarantine board may prescribe in each case on arrival at quarantine station.

"All vessels, together with their ballast, crews, cargoes, passengers, baggage, and freight under the first class, will, on arrival at quarantine station, be subjected to thorough disinfection by the improved method of maritime sanitation and then detained five full days.

"All vessels, together with their ballast, crews, cargoes, passengers, baggage, and freight, under the second class, will, on arrival at quarantine station, be subjected to thorough maritime sanitation and then detained three full days.

"No vessel under the third class will be allowed in the lower bay until the master

produces a certificate that his vessel, together with ballast, crew, cargo, passengers, baggage, and freight, have been subjected to improved maritime sanitation, after which they will be detained at quarantine station for such length of time as the quarantine board may prescribe in each case.

"Any vessel not from an infected place, but bringing ballast, crew, passengers, baggage, and freight from an infected place, will be included with those of the second class and will be treated accordingly, unless the master can produce certificate that said ballast, crew, passengers, baggage, and freight have undergone quarantine restrictions in accordance with improved method.

"Vessels from ports known to be noninfected and not already provided for, will only be detained at quarantine station a sufficient length of time to be placed in proper sanitary condition.

"The restrictions herein proclaimed are subject to change, at the option of the quarantine board, to meet particular cases.

"T. S. SCALES, *President.*"

(Printed record, pp. 93–5.)

No new or additional quarantine regulations were adopted for the year 1893, but those which already existed, and which are above set forth, were simply readopted for the year 1893, and a proclamation was issued for the year 1893 by the president of the board in words and figures identical with that which was issued on the 15th day of April, 1892, and already set forth and referred to, with the exception of the date, which was changed from 1892 to 1893. (Printed record, p. 98.)

The only proceedings held by the board in reference to the quarantine for 1894 which throw any light upon this controversy are found in the minutes of the board dated April 18th, 1894, and which was in words and figures as follows, viz: (Printed record, pp. 98–100.)

"The secretary said that in discharge of the duty imposed upon him by the board to formulate rules for the conduct of quarantine for the ensuing year, and to submit the same to a committee composed of Dr. Scales and Messrs. Lavretta and Michael for revision and report to the board, he had laid the data obtained as above before that committee, who, he presumed, were now ready to report. The committee thereupon, through Dr. Scales, its chairman, reported that, with the exception as hereinafter provided, the quarantine restrictions of 1892 and 1893 remain in full force and effect during the season of 1894. In the restrictions of 1892 and 1893 quarantine was declared—

"1. Against vessels, with their cargo, etc., coming from ports regarded as infected.

"2. Against vessels, with their cargo, etc., coming from ports regarded as suspected.

"3. Against vessels, and their contents, which are infected or with a history of infection during the present year. * * *

"On motion of Dr. Scales, duly seconded, it was ordered that proclamation of quarantine, in accordance with the above recommendation of the committee, to take effect on and after the first day of May next, signed by the president, be published in the Mobile Register of Sunday next, the 22nd instant."

Witness Owen further testified that the president of the quarantine board, pursuant to the quarantine declared for the year 1894, issued a proclamation, which, so far as it pertains to the question now involved, was in words and figures as follows, viz:

"*Quarantine proclamation.*

"OFFICE QUARANTINE BOARD OF MOBILE BAY,
"*Mobile, Ala., April 21st, 1894.*

"With the exceptions, as hereinafter provided, the quarantine restrictions of 1892 and 1893 will remain in full force and effect; and now, in accordance with law and by authority vested in me by the quarantine board of Mobile Bay, I, O. F. Cawthou, president of said board, do hereby declare that from and after the first day of May, 1894, and until the first day of December, 1894, unless sooner revoked, a rigid quarantine shall be enforced against all vessels entering the lower Mobile Bay, as follows:

"1. Against all vessels, their ballast, crews, passengers, baggage, and freight, coming from ports regarded as infected.

"2. Against all vessels, with their ballast, crews, passengers, baggage and freight, coming from ports regarded as suspected.

"3. Against all vessels, and their contents which are infected, or with a history of infection, during the present year.

"Ports now regarded as infected are Rio de Janeiro, Pará, Bahia, Santos, Ceara, Puntas Arenas, Guayaquil, Habana, Matanzas, Cienfuegos, Cardenas, Santiago de Cuba, Kingston, and Vera Cruz, and vessels arriving from ports hereafter becoming infected will be treated in the same manner as those from ports named.

"Ports regarded as suspected are all other South American and West Indian ports, with the exception of the following, to wit: Ruatan, Bonacco, Utilla, Truxillo, and Swan Island, but vessels from these five named, with passengers aboard, will be subjected to such detention and disinfection of vessels and contents as the quarantine board may prescribe in each case, on arrival at quarantine station. (Printed record, pp. 100 and 101.)

"At a conference of the health and quarantine authorities held at New Orleans, in which the quarantine board of Mobile Bay participated, certain regulations were adopted, and a circular letter setting them forth was issued by said quarantine board of Mobile Bay, and was as follows, viz (printed record, p. 102):

"*Quarantine measures recommended and adopted by a conference of health and quarantine authorities held at New Orleans, February, 1894.*

"1. In order to secure prompt and reliable information as to the existence of yellow fever in tne various ports of the West Indians, Central and South America, from which fruit is shipped, it is deemed essential that medical inspectors should be stationed at said ports with the understanding that the inspectors stationed in the larger towns may have jurisdiction over smaller places within the district.

"2. The duties of the inspectors shall be to report by each and every vessel, and, if necessary, by cable where practicable, on the sanitary condition of their respective districts, on the existence of contagious or infectious diseases within the same, on compliance by vessels with the regulations issued for their guidance, and to perform such other duties as may from time to time be required of them.

"3. It is recommended that vessels engaged in this trade shall, whenever practicable be manned by acclimated crews.

"4. In the absence of yellow fever it is considered unnecessry to place any restrictions upon the manner of loading vessels or upon the character of cargo carried, further than to rigidly exclude household effects, personal baggage, hides, hams, bones, and fertilizers.

"5. After the discharge of the cargo every vessel shall be subjected to mechanical cleansing by washing and afterwards thoroughly disinfected.

"6. In the event of yellow fever occurring at any fruit port trade with that port may be continued under the following additional precautions: Each vessel to be required to carry a duly accredited medical officer, whose duty it shall be to see that quarantine regulations are strictly carried out; no member of the crew shall be allowed to go ashore, nor anyone, except an acclimated loading crew, to come on board; the loading crew to be kept isolated in a locality sufficiently remote from the infected district, and while on board the vessel to be kept separate from the vessel's crew. Vessels are not allowed to remain at any wharf or near shore after sunset, but must anchor in the open bay at such distance from shore as may be prescribed by the medical officer in charge, and must not return before sunrise. The cargo carried shall be restricted to fruit, rubber, specie; rubber not to be packed in textile fabrics, and specie to be disinfected by immersion in boiling water,

"7. Should a vessel having yellow fever on board arrive with a cargo of fruit at quarantine station the cargo may be discharged into lighters by acclimated laborers or by the crew, after which the vessel shall be subjected to the usual detention and disinfection, the clothing of the laborers to be disinfected by steam heat after the discharge of the cargo shall have been completed.

"8. Any vessel engaged in the fruit trade which carries passengers shall forfeit all privileges and be subjected to the same quarantine restrictions as other vessels carrying passengers.

"9. Inasmuch as the quarantine laws and regulations of the United States, as promulgated by the Secretary of the Treasury April 4th, 1893, are not in accord with certain of the foregoing propositions, it is recommended that such modifications be made in said laws as shall make them coincide with the views expressed by this conference.

"Concurred in and adopted by the quarantine board of Mobile Bay April 18th, 1894, except as to recommendation No. 5, action on which was deferred.

"Attest:

"R. B. Owen,
"*Secretary Quarantine Board of Mobile Bay.*"

The quarantine board of Mobile Bay early in the summer of 1894 caused to be prepared and furnished to its different medical agents in Central and South America printed blank certificates, to be used by them in the performance of their duties, and some of these blanks were furnished to Dr. Pruitt, the medical agent for Mobile, who

was placed at Bluefields, for his use in keeping the quarantine board of Mobile Bay advised. The certificate which Dr. Pruitt sent on board the *Nicaragua* on the occasion in question was made upon one of these blanks, and this certificate was as follows (the portions in italic being in writing and all other portions being printed as a part of the blank), viz (printed record, p. 105):

"BLUEFIELDS, NIC., *Aug. 14th, 1894.*

"This is to certify that I have examined the *S. S. Nicaragua, G. A. Nicolaysen,* master, which arrived at *Bluefields* from Mobile the *8th* day of *August,* 1894. Her crew consists of *fourteen* men and all are acclimated and are now in good health *except the cook, who has a slight attack of intermittent malarial fever. Said S. S. Nicaragua* is now in good sanitary condition, and after leaving Mobile for this port did not touch any infected or suspected port, nor had any communication with any vessel during the voyage. She took no passengers on board for the voyage from Mobile, and has none on board now for the return voyage. She has now on board, for transportation to Mobile, a cargo consisting of *12,200 b. bananas.*

"After careful observation and inquiry I believe, and so certify, that said *S. S. Nicaragua,* her officers and crew, have complied with all the rules of the quarantine board of Mobile Bay to govern vessels engaged in the tropical fruit trade.

"I further certify that the health of *Bluefields* and the adjacent country is good and that no infectious or contagious disease prevails here or in adjacent places from which there is communication herewith.

"Remarks: *This ship leaves with a passenger on board who tried to stow away—at least I could not find him when the crew was examined. He claims to be a refugee, and the captain, Nicolaysen, says he will put him aboard the American man-of-war outside the bluff. He caused me some trouble. This occurred after I had made out the above report, and I just mention it. Will write a full explanation in my next report.*

"J. T. PRUITT, M. D.,

"*Medical Agent of the Quarantine Board of Mobile Bay, at Bluefields, Nic.*"

(Printed record, ps. 105 and 106.)

THIRD AND FOURTH.

The facts in regard to the passage of John McCafferty upon the voyage in question, as the record is viewed by the appellant, are as follows:

The steamship *Nicaragua* had, for some months prior to the occurrence which is the subject of this suit, been employed by the charterer in the importation of bananas from Bluefields into Mobile under the charter party above set forth, which had been assigned to libellant, during which time the charterer had been represented in all of its business transactions at Bluefields relative to said vessel and its cargoes and passengers by one J. A. Peterson, who was still its agent at that time.

Before the arrival of the vessel in Bluefields upon the trip in question said Peterson had arranged on behalf of the charterer with said McCafferty for his passage to Mobile aboard said vessel upon the voyage in question, and after the vessel arrived received from said McCafferty the passage money, about $30.00, and sent him aboard, having indicated to the master his intention to do so.

When said McCafferty came aboard the *Nicaragua* he was in imminent danger of assassination at the hands of the Nicaraguans, and it was absolutely necessary in order that he should escape this peril that he should be carried to Mobile. The master of the *Nicaragua* then believed—we think erroneously—that the bringing of McCafferty to Mobile would be a violation of the quarantine; he also believed that the provisions of this quarantine would be suspended by an order of the commander, Sumner, of the United States man-of-war, ordering him to proceed to Mobile.

The master, therefore, although unwilling to sacrifice the life of McCafferty by putting him ashore, hesitated to carry out the arrangement made by the charterers' agent, Peterson, that he should bring McCafferty to Mobile; but did so upon being ordered to proceed by Commander Sumner, of the United States man-of-war.

ASSIGNMENTS OF ERROR.

As will be seen from the assignments of error, the decree complained of was upon the merits of the case, and the only question raised upon the appeal is as to what decree should have been rendered thereon.

The assignments of error are as follows, viz:

Claimant in this cause, Gustave Nicolaysen, now comes, and having prayed an appeal in the above-entitled cause to the United States circuit court of appeals for

the fifth circuit, now here assigns as error in the records and proceedings in said cause in the United States district court for the southern district of Alabama the following, viz:

1st. That the said United States district court for the southern district of Alabama erred in adjudging and decreeing upon the pleadings and proof in the above-entitled cause that the said libellant, the Orr & Laubenheimer Company, Limited, is entitled to the relief prayed in its libel, and that it is entitled to recover of and from the stipulators and obligators on the release bond which was given to release the said steamship *Nicaragua* from arrest in this cause their damages sustained by reason of the matters set forth in the libel, as decreed April 11th, 1895.

2d. That the said United States district court for the southern district of Alabama erred in referring said matter to Richard Jones, esquire, as special commissioner to ascertain and compute the amount of damages sustained by the said Orr & Laubenheimer Company, Limited, by reason of the matters set forth in said cause.

3d. Said district court erred in ordering, adjudging, and decreeing that the said Orr & Laubenheimer Company, Limited, have and recover of and from claimant and of and from H. W. Leinkauf and Adam Glass, sureties on the bond given for the release of said vessel, any sum whatsoever.

4th. Said court erred in ordering, adjudging, and decreeing that the said Orr & Laubenheimer Company, Limited, have and recover of the claimant and of H. W. Leinkauf and Adam Glass, as sureties on the bond for the release of said vessel, the costs in said cause.

ARGUMENT.

FIRST.

Neither the owners nor their vessel could be responsible to the charterer for the acts of any person not their agent authorized in that regard, and certainly not for the acts of the charterers themselves, done either in person or by agent, whether that agent were the master of the *Nicaragua* or another. This much is axiomatical. While, therefore, the libel does not allege that the master acted as the agent of the owners in accepting McCafferty as a passenger, it presupposes this to be the legal effect of what is therein written.

A material inquiry in this cause, therefore, is whether the master was authorized, by expression or implication, to represent the owners of the *Nicaragua* in the matter of the transportation of passengers from Bluefields to Mobile.

It is conceded upon all sides that the question as to whose agent the master was in this particular is a question of the construction of the entire charter party.

However, when John McCafferty came aboard and demanded the passage in question, it was necessarily incumbent upon the master either to receive and transport him or to refuse to do so, and in this matter the master was simply an agent for whosesoever right or duty it was to determine whether or not he should be carried. It seems to us, therefore, that the material question upon this branch of the case in hand is as to the identity of the principals who looked to the master to determine and act upon this question for them. If in this matter the master represented the owners alone and if the contract called upon the owners to keep the vessel clear of passengers on this occasion, then the owners through their agent have violated the contract. If, on the other hand, the master stood in this matter as the agent for the charterers, whether also as the agent of the owners or not, then there could be no liability to the charterers for his acts.

Let it be remembered that we are not inquiring as to whose business the navigation of the vessel was. The question is not whether the master of the vessel was the agent of the owners for the purpose of navigating the vessel, so that the owners would have been liable for any negligence in the navigation, as in the case cited by the libellant in the 3rd Aspinwall, 501.

But our inquiry is directed as to whose business it was to determine whether the passengers should, or should not, be carried, a matter which under the very terms of the charter party was optional with the charterers. There is no reason either in law, or in the practical operation of things, why the same man can not be the agent for the owner for one purpose, and the agent of the charterer for another.

Paragraph nine of the charter party provides that the master shall be under the orders and directions of the charterer. In obeying their orders and directions, at least, the master was the agent of the charterers. This, indeed, is not denied, and this of itself demonstrates that there is nothing inconsistent or incongruous in the master's being the agent of the owner for the purpose of navigating the vessel, and the agent of the charterers for the transaction of their business in the carriage of passengers; but if the master could be the agent of the charterers in doing certain

things under the charter party, which he was expressly instructed to do, it would be equally true that he could be the agent of the charterers where the agency arose by implication; there is really no distinction between an agency expressly created and one created by implication; they are both creatures of the intention of the principal, and the only difference at all is the method by which the intent is evidenced.

We proceed, therefore, to consider the question as to whom the master represented in determining whether he should receive and transport McCafferty or not.

No express authority was conferred upon the master by either party; there has been no ratification of what he did, and we are left to inquire what authority the master had in this regard by implication of law. The implication of agency is, in admiralty, as in all other branches of our science, the interpretation of the intention of parties, from the circumstances surrounding them, and their conduct in view of those circumstances. It is plain that to constitute one man the agent of another in any particular matter, by implication of law, the principal must have some interest in, or concern with, the matter in regard to which the agency is supposed to arise; otherwise, in the absence of expression, it can not be presumed that it was the intention of the alleged principal to act either in person or by agent. There must be an occasion for action on his behalf, or some interest, or purpose to be conserved or protected in that particular before it can be said that it will be presumed that the alleged principal intended that the alleged agent should represent him; the law never implies any intention on the part of one man to intermeddle with the business of another with which he has absolutely no concern, so as to constitute those who do intermeddle, his agents, without some express authority or ratification. The suggestion that such a presumption would prevail becomes even more irrational when the intermeddling is not done in the interest of the alleged principal. In implying agencies the law simply ferrets out the intentions of the principal from the circumstances, and binds him through that intention, when ascertained, and never without or contrary to it. It may be found to exist, though denied, but it must be ascertained to exist before an agency is possible. No man can represent another against his will.

Let us therefore inquire what interest the owners of the *Nicaragua* had in the carriage of passengers on the trip in question. What purpose did they have which could be served? What connection did they have with this matter, and why should the court imply from the circumstances that it was their intention to act in this matter, either in person, or by agent? At the same time let us apply the same rules to the charterers, and thereby learn whether the master was not by *implication* their agent in this matter.

Section 7 of the charter party provides (record, page 87) "that the whole reach of the steamer's holds, decks (consistent with seaworthiness), and all places of loading and passenger accommodation of the steamer (not being more than she can reasonably carry and stow) shall be at the charterers' disposal, reserving only proper and sufficient space for the ship's officers, crew, tackle, provisions, stores, and fuel."

The court below fell into the error of considering the charter party in this case as one for the carriage of freight alone, and found that from this a duty arose on the part of the master not to receive a passenger the carriage of whom would delay the cargo. But, in fact, the charter party was for the carriage of both freight and passengers—no more for the one than for the other. The owner was as much obligated not to interfere with the carriage of passengers as he was not to meddle with the question of what freight should be carried. Both were business which the charterers had the right to conduct.

When passengers were transported, for whose benefit were they carried? To whom did the passage money go? By a reference to sections 1 and 7 we learn that it was the charterer who was to receive the passage money, and to whom the whole reach of the vessel and passenger accommodations belonged. Through whom did the libellants expect to act in cases where the application for passage was made on board? They put no person except the master on board. Whether or not passengers should be carried was the business and for the profit or loss of the charterers alone. In it the owners had no interest. Over it they had no control. It was, therefore, on charterers' behalf the master must accept or decline the transportation of passengers. It was for them and in their interest that the master must and did act. The owner had no authority, power, or interest in determining whether passengers should or should not be carried. The charter party conferred upon the owner no power to regulate the business of the charterers. They had the right to carry passengers and fruit at the same time if they chose to do so, even at the expense of delay, and the owners had no duty or right to act as the guardian of them or of their commercial ventures. All this was a matter with which the owners had absolutely no concern, no interest to conserve, and no purpose to accomplish; and indeed they were not present

in person or by agent, for the master was not sent there by them to conduct business with passengers. What passengers the charterers should carry they had the right to determine when those offering for passage applied, and they could not, while in possession of the vessel, shift this duty to the owners. They could not require the owners to be present for that purpose. Their charter party allowed them to carry many classes of cargo, and stipulated for the carriage of passengers. Whether it was wise to avail themselves of this right it was for them alone, through their agent in charge of the vessel, to determine.

Let us suppose that McCafferty had offered to pay $10,000 for passage and Nicolaysen had refused to carry him and the charterer thereby lost money, would the vessel be liable to charterers for their loss? If not, wherein is the distinction between that and the present case? If so liable, then it is because the master was, as the agent of the owners, charged with the duty of wisely conducting the business of the charterers, and should have refused the passage in one case and accepted the passenger in the other, and because the owners were not only bound to decide for the charterers as to how they should conduct their business, but were also bound to guarantee the wisdom of their decision. What passenger should the master carry and what refuse? How could the owners decide this question? It must, it seems to us, be plain that there is no foundation to imply an agency in the master from the owner in this matter. It must be plain that this is a question which the master was bound to decide, if left upon his own resources, for the charterers who owned the passenger space and for whom he held its possession, more especially since the charterers had contracted to keep him at all times fully instructed. (See charter party, sec. 12.) It may, however, be suggested that the fault was not in taking a passenger, but in taking him without a certificate. There is nothing in this suggestion. If the master acted as the agent of the charterers, the owners, for whom he did not act, can not be liable because he acted unwisely. The certificate could not be had. There was no question about getting it; it was purely a question of carrying McCafferty or declining to do so.

We submit that it must inevitably follow that the master represented the charterers in this matter, and not the owners, even when viewed without the express agency conferred by the charterers in this regard, unless there is something peculiar in the agency of a ship master which distinguishes it from other cases. But there is no such distinction.

In Parsons' Shipping and Admiralty (Vol. II), page 7, speaking of the authority of a master it is said: "To know what this authority is in general and under particular circumstances, we may appeal to the law of agency, and the principles of that law, and the principles of the law which are applicable to the particular case."

When we examine the charter party in this connection, it will be observed that the *Nicaragua* had been delivered into the possession of the charterers in the year 1893, and that she was still in their possession. This will appear from a reading of the introductory clause, and the last line in sections 2, 3, and 5.

Thus the introductory clause recites that the instrument witnesseth:

"That the said owners agree to let and the charterers agree to hire the said steamship from the time of delivery, &c." * * *

Section 2. "That the charterers * * * shall accept and pay for all coal in the steamer's bunkers on delivery * * * and the owners shall on the expiration of this charter party pay for all coal left in bunkers * * * where she is delivered to them."

Section 3 provides: "That the charterer shall pay for the use of said vessel, commencing * * * hire to continue from the time specified above until her delivery to owners."

Section 5 refers to the time "when the steamer is delivered to owners' agents."

Section 17 provides as follows:

"That the owners shall have a lien upon all cargoes and all sub-freights for any amounts due under this charter, and the charterers shall have a lien upon the ship for all moneys paid in advance and not earned."

But had it been contemplated by the parties that the vessel should remain in the possession of the owners, there would have been no necessity for this provision. It was rendered necessary only because the possession was to pass to the charterers which would constitute an implied waiver of the owners' lien, wherefore it was expressly reserved. (Clarkson *vs.* Edes, 4 Cowen, Rep., 470; Belcher *vs.* Capper, 4 Manning & G. Rep., 541, 542; Carver's Carriage by Sea, 665.)

We know, therefore, that by the express terms of the charter party that the libellants had received, and then held, possession of the vessel. By whom did they hold this possession? What an anomalous possession the libellants claim to hold, an actual possession which is neither personal nor by an agent; they would hold posses-

sion of this ship to themselves through the medium of the master, while at the same time insisting that he was not their agent. It is, however, certain that no man can hold possession, or otherwise act through another, without making him his agent for the purposes for which he held possession. Let it be remembered that it was from the owners that this possession was received; it is to them that it will be surrendered, and against them it was held. Certainly no man can hold possession of a ship as against another, through the agent of that other. Such a thing is neither physically nor theoretically possible.

And the vessel was by the terms of the contract just quoted to be delivered at the end of the term to "the owners' agent." But, if the master who held the manual possession was the owners' agent himself, then what is the meaning of the clause just referred to? How could the charterer deliver to the owner that of which they did not hold the possession, or that of which the owner already held possession?

The charterer was not bound to have entrusted the master with the business of accepting or declining passengers when they applied for passage. They might, had they seen fit, have placed some other person on the vessel to attend to this matter instead of leaving it for the master to act for them. Nor is the case different from what it would have been had they appointed some other person as their agent aboard the vessel for this purpose, and had the passenger been accepted and his transportation undertaken by such person. Neither the individuality of the agent nor his identity with the master of the vessel, nor the manner of his appointment—by expression or implication—could affect the question as to the liability for his acts done on behalf of his principal in the matter in question.

The ninth section of the charter party provides: "That the captain, although appointed by the owners, shall be under the orders and direction of the charterers as regards employment, agency, or other arrangements, and the charterers hereby agree to indemnify the owners from all consequence or liabilities that may arise from the captain signing bill of lading or otherwise complying with their orders and directions."

We think that we might safely rest our case upon the express provisions of these sections. They are identical with the provisions of the charter party in the case of the *Shadwan* (49 Fed., 381 et seq.), where there was said to be the creation of an express agency between the master and the charterer, and the exclusion of the owner from any control over the master in regard to the business for which the ship was employed.

In the case of Gulf City Coal & Wood Co. *vs.* Johan Bru (68 Fed. R., 926) both this court and the district court from which this appeal is taken construed a charter party identical with that now under consideration, and declared in its findings upon the facts that the charterers were the known owners of the ship *pro hac vice*. This we submit, is a construction of this identical charter party which is absolutely irreconcilable with the theory of the libel and the decree of the court below.

An examination of the contract and of the authorities fully supports this construction. By paragraph six of the charter party it is provided "that cargo or cargoes shall be laden and or discharged by the charterers at their expense." In the case of Leary *vs.* U. S. (14 Wall., 612) and in the cases there cited a provision similar to this was held to be conclusive of the fact that possession and control of the vessel was held by the party who was so to load and discharge the cargo. It is true that in these cases the provision was that the loading should be done by the owner, while in the present case the provision is that the loading shall be done by the charterers, but when considered as evidence of the intention of the parties the same weight must be given to a provision, whether the conclusion be favorable to one party or to the other.

The contract in the case at bar undoubtedly does provide that the master and crew of the vessel should be appointed by the owner, and we have no desire to deny that this provision will be looked to to ascertain who the master represented in the performance of any act in connection with the vessel. It is, however, like every other provision in the charter party, only a part of the whole instrument which is to be looked to in arriving at the intention of the parties. That it is, however, in no manner conclusive upon the question of ownership *pro hac vice, vel non*, and certainly not of the question of the agency of the master in the particular business of trading with passengers in regard to their passage, is the result of the adjudicated cases, to which we beg to refer.

In 3 Kent's Commentaries, star page 138, it is said that, "Where the freighter hires the possession, command, and navigation of the ship for the voyage, he becomes the owner of, and is responsible for the conduct of the master and mariners, and the general owner has no lien therefor, because he is not the carrier for the voyage."

In the case of Gracie *vs.* Palmer (8 Wheat., 632) it is said: "The carrier may hire his vessel, or his team, or his servant for the purpose of transportation, or he may

undertake to employ them himself in the act of transporting the goods of another. It is in the latter case only that he assumes the responsibility and acquires the rights of a common carrier. The ship's owner who lets his ship to hire to another, whether manned and equipped or not, enters into a contract totally distinct from that of him who engages to employ her, himself, in the transportation of the goods of another. In the former case he parts with the possession to another, and the other becomes the carrier. In the latter case he retains the possession of the ship, although the hold may be the property of the charterer, and being subject to liability, he retains the rights incident to the charterer of a common carrier."

Here we have not only the declarations of the Supreme Court of the United States that he who is in possession of the ship is the carrier, and therefore the only person concerned with the contracts for carriage which may be made with the passengers, but a further declaration that this is rendered none the less true by the fact that the ship is manned and equipped.

In the case of Webb *vs.* Pierce (1 Curtis U. S., 105) it is said: "This is sufficient to make a *prima facie* case of liability, for ordinarily the master is the agent of the owner, clothed with authority to contract in his behalf for necessary supplies for the vessel, and therefore the contract binds the owner personally upon the familiar principle of the law of agency. But it is not true that the master must be the agent of the general owner for any purpose. A special property, carrying with it the entire possession and control, and leaving in the general owner only an interest in the nature of a reversion, may be created in a vessel as well as in any other chattel. And when such special property has been created, it necessarily follows that the master is the agent of this special property in the vessel, and not the agent of the owner of the general, or reversionary, interest. The possession and control belonging to the former, the employment being his, whatever is done by reason of that possession, and in exercise of that control and employment, is his also, and the persons by whom it is done are his agents."

In the case of the *Shadwan* (49 Fed., 379) the charter party seems to have been similar to that in the case at bar, and the question presented was as to whom the master represented in business very similar to that transacted in the present case by Captain Nicolaysen, and in that case it is said: "The charter, moreover, provides expressly 'that the captain, although appointed by the owners, shall be under the orders and directions of the charterer as regards employment, agency, and other arrangements.'" (N. B.—Facsimile of sec. 9 of the charter party of the *Nicaragua.*) "This stipulation bound the master to observe any such arrangements as might be made by charterers, agents, or representatives; and by necessary implication, it also bound the charterer to provide all such agencies as were necessary for the captain's guidance and aid, where he could not act personally. In undertaking to send the ship to ports outside the charter limits, it was the charterer's business, not the owner's business, to get suitable papers, and the persons employed in doing that business were the charterer's agents, whether the master or other persons."

In the case of the master, &c., of the Trinity House *vs.* Clark (4 Maule & Sel. (Eng.), p. 295), and again in the case of Christie V. Lewis (2 B. & B., 430), this subject is well treated. And again in the case of Colvin *vs.* Newberry (6 Bligh, New Rep., 189), while the charterer was the master agreed on, it was further provided that the owner might displace him, but it was held that the master was not the agent of the owner in reference to the business of the charterer. In the case of Belcher *vs.* Cooper (IV Man. & Gr., 540) it was provided, it is true, that master, &c., could be appointed by charterer, but he was held to be the agent of the charterer without reference to this fact. We submit, therefore, that Captain Nicolaysen, in what he did in reference to bringing McCafferty to Mobile, was the agent of libellants, and not of the respondents, and that for this reason, if for no other, respondents could not be liable to libellants for the acts of said captain in this regard. Again, if the master was authorized to represent the Orr & Laubenheimer Company, Limited, to the extent of putting John McCafferty off of the vessel, or to declare whether he should or should not be a passenger on said vessel, then it was necessarily because he was their agent for the purpose of determining this question.

Paragraph twelve of the charter party provides that the master should be furnished, from time to time, with all requisite instructions and sailing directions. It is clear that these instructions were to be given by the charterers; it was not possible for the owner to give instructions as to the questions which the charterers alone could decide. "Sailing directions" necessarily mean directions as to the place to and from which the vessel should sail; neither the owner nor any other person has the right to control the method of navigating the vessel; public policy places this in the hands of the sailing master. What, then, was the purpose of the provision binding the charterer to furnish all requisite instructions? Was it not for the purpose of furnishing

the master with means to determine what business the charterers desired to do, and what they did not desire to do? In other words, that when appealed to for passage or tendered other business for the charterers' account, the master might not be thrown upon his own resources to determine these questions? In this instance, however, the charterers did not give Captain Nicolaysen any specific instructions, except the instructions given by Captain Petersen to carry the passenger. The charterers have, therefore, violated their charter party in this particular. In doing so they have, in violation of their obligations, compelled the master to determine this question by leaving him in a foreign port without instructions.

The case of *Shadwan* (49 Fed. R., 380) is an important one as an authority upon the case in hand, not only because it is similar to it in the particular referred to but also because it also construes another provision to be found in our charter party in paragraph nine. In this case, it is said (page 381), "If, under the circumstances, Mr. Philbrick was not by recognition and adoption the charterer's agent and representative for expediting the ship's departure and getting proper papers for admission to Progreso, then the charterer had no agent for that purpose at all, except the master, who thus became himself the charterer's agent for that purpose. * * *

"The charter, moreover, provided expressly 'that the captain, although appointed by the owners, shall be under the orders and directions of the charterer as regards employment, agency, or other arrangements.' This stipulation bound the master to observe any such arrangement as might be made by the charterer's agents or representatives; and by necessary implication it also bound the charterer to provide all such agencies as were necessary for the captain's guidance and aid where he could not act personally."

In criticising that case, great stress has been laid by the libellant upon the fact that in that case the ship had been sent outside of the charter limits. This, however, has no bearing upon the case, except to establish an implied obligation, which in the case at bar is fully expressed in the contract, viz: The obligation on the part of the charterer to provide the master with all agencies, or instructions necessary for his guidance.

Again the fact that it may not have been wise to have accepted passengers on a particular voyage, or the fact that the charterers might have determined not to do so, had they been present, did not relieve the owners of the duty imposed by the terms of the charter party, to provide for all passengers in the best manner. To provide for passengers in the best possible manner certainly includes allowing them to take passage when they apply therefor. For instance, a passenger on a railroad train would not consider himself treated in the best manner if, when he came aboard the train, he was told that he could not take passage thereon. If the charterers desired to relieve the owners of this duty, they should have so notified the master.

SECOND.

But were it conceded that the master was bound to determine for the charterers whether the passenger coming aboard should be accepted and transported, or put ashore and the passage refused, and could it be possible that the owners were responsible to the charterers for any loss they might suffer by reason of this question being unwisely decided by the master, even then there could certainly be no liability for accepting the passenger, unless the quarantine in force really prohibited his carriage.

It may be suggested that Captain Nicolaysen evidenced an anxiety and belief that the certificate from Dr. Pruitt, the health agent placed at Bluefields, Nicaragua, was necessary, but this suggestion may be fully met in several ways. In the first place, it is clearly apparent that Captain Nicolaysen also thought that the order of Commander Sumner and the existing condition of affairs would relieve the necessity of such a permit or certificate from Dr. Pruitt. In fact he was mistaken in both particulars. We submit, therefor, that if the question is what the master thought, it is perfectly plain that he believed, as he said in his letter to Commander Sumner, that with an order from this commander his vessel would not be detained.

But, again, the owners of a vessel can not be rendered liable because a master does not regard the quarantine regulations which he fancies to be enforced, but which in fact do not exist, even if his vessel is subsequently stopped by reason of the fact that another person makes the same mistake. If so, then he is bound to act upon his belief, and to so hold would be to exempt his vessel from liability, because, as already suggested, he believed that he would be relieved from detention by Sumner's order.

Now, it is perfectly apparent that Mr. Owen and Dr. Fowler had both neglected to read the proclamation of 18 4; both of them said upon the stand that they were under the impression that this proclamation prohibited the entrance of the vessel.

It seems beyond doubt, that if these gentlemen had read the proclamation and learned that Central America was neither infected nor regarded as suspected by the president of the board, the vessel would not have been detained.

Let us examine, therefore, the question whether the quarantine of 1894, in force at the time that the Nicaragua left Bluefields upon the trip in question, prohibited the bringing of the passenger in question to Mobile. We beg at the very outset to call attention to the distinction between the quarantine regulations adopted by the quarantine board of Mobile Bay and the proclamation of the president of that board construing and announcing the adoption of such regulations. The one is the action of the board, the other is the action of the president.

The quarantine of 1894 (record, p. 98) adopted by the board was as follows:

"The secretary said that in discharge of the duty imposed upon him by the board to formulate rules for the conduct of quarantine for the ensuing year and to submit the same to a committee composed of Dr. Scales and Messrs. Lavretta and Michael for revision, and report to the board, he had laid the data obtained as above before that committee, who, he presumed, were now ready to report. The committee thereupon, through Dr. Scales, its chairman, reported that, with the exception as hereinafter provided, the quarantine restrictions of 1892 and 1893 remain in full force and effect during the season of 1894. In the restrictions of 1892 and 1893 quarantine was declared—

"1. Against vessels with their cargo, &c., coming from ports regarded as infected.

"2. Against vessels with their cargo, &c., coming from ports regarded as suspected.

"3. Against vessels and their contents which are infected or with a history of infection during the present year."

The quarantine of 1892 and of 1893 was also against the same three classes of vessels, but the proclamation of that quarantine then goes on to recite that "the ports now (then) regarded as infected are as follows," reciting them. Can it be doubted that the quarantine which was adopted in 1892 excluded all vessels coming from infected or suspected ports whether they were included amongst those announced as regarded infected or suspected at that time or not, or can it be that this quarantine remained in force against any vessel coming from a port which was neither infected or suspected at the time of sailing, even if it had been suspected at the time the quarantine regulations were established? We submit that it is perfectly plain that the quarantine regulations were against infected and suspected ports and none others, and that all in the proclamation which follows the announcement of the quarantine against the three specified classes of vessels was only an explanation as to what ports were included in the different classes of vessels quarantined against on the day that the proclamation was issued. Necessarily the number of these ports would be increased or diminished from time to time according to the state of health throughout the lower countries.

If the board should become mathematically certain that no disease existed in the lower countries, or should the board cease to suspect any of these ports, it can not be supposed that they would still remain under the ban of the quarantine, nor can it be supposed that it was the intention of the board in 1894 to quarantine against all ports regarded as suspected in 1892 irrespective of how they might be regarded in 1894. We consider the quarantine of both years as a quarantine against three classes of vessels, and all of which follows as to the ports then regarded as infected or suspected as intended to inform the people as to what ports were regarded as infected or suspected at the time of issuance of the proclamation. If we do not construe the proclamation for each year as we have already done, we will not only fail to give any operation to the first four paragraphs, but the first four paragraphs will be construed as absolutely inconsistent with those which follow them, since ports not named might become infected or ports named might cease to be suspected. We submit, therefore, that the readoption of the quarantine of 1892 readopted the quarantine against three classes of vessels named and left it to be determined from time to time as to what ports were infected and what were suspected.

Indeed, although the quarantine board did readopt the quarantine of 1892 and of 1893, it then proceeded to declare what that quarantine was, as follows (record, page 98):

"The secretary said that in discharge of the duty imposed upon him by the board to formulate rules for the conduct of quarantine for the ensuing year, and to submit the same to a committee composed of Dr. Scales and Messrs. Lavretta and Michael for revision and report to the board, he had laid the data obtained as above before that committee, who, he presumed, were now ready to report. The committee thereupon, through Dr. Scales, its chairman, reported that, with the exception as hereinafter provided, the quarantine restrictions of 1892 and 1893 remain in full force and effect during the season of 1894. In the restrictions of 1892 and 1893 quarantine wa declared—

"1. Against vessels with their cargo, &c., coming from ports regarded as infected.

"2. Against vessels with their cargo, &c., coming from ports regarded as suspected.

"3. Against vessels and their contents which are infected or with a history of infection during the present year."

The question therefore reduces itself to an inquiry as to whether the port Bluefields was at that time regarded by the board of quarantine as either infected or suspected.

We have no censure to put upon Mr. Owen and Dr. Fowler for having done what they supposed to be their duty, but the owners of the *Nicaragua* ought not to be made to suffer because these gentlemen did not carefully read the regulations which they undertook to enforce.

Happily we are not left to speculate as to the intention of the quarantine board as to what ports were at that time regarded as infected, and as to what ports were regarded as suspected. It is certain at least that, as the president of the board of quarantine construed the quarantine regulations for 1894, Central American ports were not quarantined against. This construction was published to the world under the orders of the quarantine board (record, p. 100–101); for although the proclamation for 1892 and that for 1893 did declare Central American ports to be regarded at that time as suspected, the proclamation of 1894 expressly struck out Central American ports and declared only South American and West Indian ports to be under suspicion at that time.

But it was argued upon the hearing that Central American ports were included in the quarantine of 1894 because they were included in the proclamation of 1892, and that the resolution of 1894 readopted the quarantine of 1892. But was the proclamation of 1892 the quarantine of 1892? Or was it the announcement of quarantine against three designated classes of vessels, accompanied by a statement by the president as to what ports were on that day infected or suspected, subject to modification according to circumstances?

If the proclamation of 1892 was the quarantine for 1892, why is it that the proclamation of 1894 is not the quarantine of 1894? Why should libellant insist that a proclamation of 1892–93 which ran against Central America ports is the embodiment of the quarantine, but that the proclamation of 1894, which does not refer to these ports, is only the ipse dixit of the president?

But the board itself had expressly declared that the port of Bluefields did not fall under either of these heads, for it is certain that the board of quarantine itself printed blanks for the use of its medical agent at Bluefields, by which it certified that Bluefields was not an infected or suspected port (record, pages 105 and 106), and it is also certain that this medical agent, under the instructions of the quarantine board, furnished Captain Nicolaysen with a certificate to the effect that the vessel had not visited any port which was either infected or suspected. (See record, pages 105 and 106.) At least, we submit, if Captain Nicolaysen was obligated to foresee a detention of his vessel, it was because he was obligated to override the construction of the president of the board and of the board itself and the certificate of the medical agent.

THIRD.

This brings us to the inquiry as to whether Captain Petersen was the agent of the Orr & Laubenheimer Company, Limited, authorized to contract for passage upon the said *Nicaragua*, or whether the master of said vessel was justified in treating him as such agent, and as to whether he did, in fact, contract with John McCafferty for his passage to Mobile.

That he was such agent is established by his own testimony as well as by the other evidence in the cause, and that whether so or not the master was justified in treating him as such agent is well decided in the case of "Shadwn," 49 Fed., 380. (Donkin *vs.* Herbst, 55 Fed. R., 1002.)

In regard to his having made the arrangements for the passage, however, there is a direct conflict between the testimony of John McCafferty and that of J. A. Petersen. If he did make such arrangements, there, it is conceded, is an end to the case.

We are therefore to compare the testimony of the two men, and to inquire as to which of them is corroborated by the other testimony in the case.

Interrogatories were propounded by the libellants to ten different witnesses at Bluefields, nine of them men of business. From each of these witnesses the libellant had inquired the general reputation of Mr. McCafferty. It is significant that only one of the witnesses pretends that Mr. McCafferty enjoys other than the reputation of an honest and truthful man, and that one should be this self-same Petersen.

An impartial examination of the testimony of Mr. Petersen will demonstrate that his statement in regard to the character of Mr. McCafferty is vituperation rather

than testimony. We refer to Mr. Petersen's character, not from any desire to abuse him, but simply because it is material to the proper estimate of his testimony. As proof conclusive that we do Mr. Petersen no injustice, we beg that your honors will notice that although this man has declared Mr. McCafferty to be a "hard case" and a man of bad reputation, he at the same time declares, in answer to the 4th interrogatory, that his acquaintance with Mr. McCafferty consists of having seen him once or twice. Upon cross-examination to the 5th cross-interrogatory, Mr. Petersen was asked to state the name of each person whom he had heard discuss the reputation of Mr. McCafferty for falsity prior to the time that suit was brought in this case.

This was a direct question which could not be misunderstood and which would have been answered fairly, frankly, and boldly by any honest witness who had declared Mr. McCafferty's reputation to be bad. If we should propound this interrogatory to an honest man, we should expect an answer responsive to the question. Should we propound this interrogatory to a man whom we knew to have attacked the reputation of Mr. McCafferty through malice and because of his personal interest in refuting his statement, we should expect an evasion. We may, therefore, fairly judge of the character of the witness by referring to his answer to this interrogatory, which is as unadulterated an evasion as was ever written in five words. He answers, "General sentiment of the public." If such were the general sentiment of the public, it would seem that some one person, in Bluefields, or in America, the home of John McCafferty, could be produced who could be cognizant of that fact without having a personal interest in this case. The unwillingness of Petersen to name a single individual whom he had ever heard speak ill of McCafferty is a monument to the good name of that gentleman.

Nor does Captain Petersen regard it as incumbent upon him to confine his sworn statement to matters which are within his knowledge; and it may well be doubted whether it is more immoral to swear to what one knows to be false than it is to swear to what one knows not to be within his own knowledge. But we find that Mr. Petersen is not only willing to pledge his oath to matters which are not within his knowledge, but that he can not sufficiently restrain his temper to enable him to moderate his language so as to conform to the solemnity of an oath. We could not wish more conclusive justification for our criticism than his answers to the 11th direct interrogatory, in which he says, "I read some of it, but did not pay any attention to it, for the biggest portion of it were lies and slanders; don't know anything transpired on the ship; was not there. I don't think his word is to be taken. His business out here is to excite people and to have revolutionist meetings."

Considering the fact that Mr. Petersen only read a portion of the statement referred to and that he paid no attention to that portion which he did read, and the fact that he was not present at the time when the matters referred to in the article in question were said to have transpired, it is hardly possible to conceive how a fair-minded man, or one willing to be fair, could have sought to dispose of it summarily by pronouncing it lies and slanders.

There is nothing further in the record bearing upon the character either of John McCafferty or J. A. Petersen, and we are willing to leave the character of both these men to be ascertained from the testimony of the latter.

In entering upon a comparison of their testimony the next inquiry which presents itself is as to what interest the respective witnesses, Petersen and McCafferty, have in this matter. If McCafferty has any interest at all in this matter it is purely sentimental, and grows out of his gratitude to Captain Nicolaysen. Gratitude is a characteristic which is shamefully rare, and it is queer, indeed, to hear those who are so ready to pronounce Mr. McCafferty a liar and slanderer, an inciter of revolution, and a hard case, not to be relied upon in business, urge that he was biased by the noble attribute of gratitude. But when we turn to Mr. Petersen the matter stands quite differently. He is charged with having arranged a passage which has resulted disastrously to his principal, and which, in the then existing revolutionary condition of that country, might have subjected him to the resentment of those who sought the life of the refugee. His principal is claiming about three thousand dollars as damages resulting from that for which it is said that he was responsible, and his interest in this matter can hardly be doubted.

There is a direct and positive contradiction between McCafferty and Petersen in regard to whether the latter paid the former a fare to Mobile of thirty dollars (record, p. 146). It is not, however, necessary that we should decide between them in this matter, since it was not for the master to decide upon what terms passengers should be received and carried by the libellants and their agents, unless he himself was their agent, and if he was their agent his decision bound them. If he was not their agent, it was sufficient that in the office of the consul, B. B. Seat, Mr. Petersen authorized McCafferty to go aboard and agreed to carry him and subsequently

sent him and his baggage aboard the *Nicaragua*. Such is the unqualified statement made by Mr. McCafferty in his testimony (record, p. 144 and 145). It was agreed in this conversation, according to Mr. McCafferty, that this arrangement should be kept a secret from everyone except Willbanks, Captain Petersen, and Mr. Seat on account of the existing political conditions and the attacks which had been made upon Mr. McCafferty. It is probably for this reason Mr. Petersen did not enter the collection of the passage of Mr. McCafferty upon his books, which seemed to have been open to the inspection of both Mr. Carl Brunsen and of Miss Bertha Morf. The deposition of Mr. Willbanks has not been taken, but the deposition of the American consul, Mr. B. B. Seat, has been taken by the libellants, and in answer to the 7th and 11th interrogatories (record, p. 28 and 29), he testifies in exact accordance with the statement of the transaction as made by Mr. McCafferty, and Petersen does not deny having such conversation, but recites it somewhat differently.

Mr. Seat was asked as to McCafferty's public statement in the register. He says it was true, and thus he corroborated McCafferty (record, p. 27 and 29). This is the same publication that Petersen pronounces "lies." Seat declares true the only part Petersen really knew about (record, p. 190).

Not only is the weight of the testimony overwhelmingly in favor of the statements of B. B. Seat and of McCafferty, that Petersen arranged and consented to the passage, but the circumstances are equally as persuasive. B. B. Seat says that McCafferty applied to him for information as to how he could obtain passage; shortly after this, Petersen stated to him that he was ready and willing to receive passengers. He thereupen sent for McCafferty and brought the two together (record, p. 27). This is not denied by Petersen. Here we have a traveler anxious for carriage, and a carrier anxious for passengers, coming together for their mutual benefit. There was no disagreement as to the terms of the passage. By what chapter of human nature can we learn to understand why they did not agree on his passage, if they did not? If it had been the purpose of McCafferty to go aboard without such arrangements, why should he have applied to Seat to learn of the opportunity (record, p. 27), and why the conference with Petersen, which they would persuade us was allowed to lapse from apathy? When McCafferty went aboard, has whole conduct indicated that he, at least, believed that the arrangements for his passage had been completed between Petersen and Nicolaysen.

If he did not so understand, what explanation can be given of his saying "good-by" to Petersen (Record, p. 148 and 123), who undoubtedly had charge of this matter, without knowing or believing that he knew that arrangements had been all perfected? Why go aboard the vessel to deal with a man whom he had never met, and this without any inquiry whatever, either of or from this man, as to upon what terms the passage could be obtained?

Is it not strange, if no arrangement had been made, that Captain Nicolaysen made no inquiry of McCafferty when he first came on board, and who was introduced to him, as to what his purpose was? (Record, p. 52.) Is it not remarkable that McCafferty made no effort to arrange with Captain Nicolaysen for his passage, and that a controversy should be first brought about by Dr. Pruitt's calling McCafferty a stowaway, unless both of these gentlemen had understood from Captain Petersen that the passage had already been arranged? (Record, p. 183, 150–1.)

In answer to the 14th interrogatory Mr. Petersen states, "I never spoke to him (McCafferty) from the time we met in the consul's office, about passage or anything, except the day he left my wharf to go to the bluffs with Dr. Kuehn and others in Brown and Harris's boat. I did not know what his object was. I thought that he would go out to Dr. Pruitt and arrange for the permit of the board of health." And yet we find that at this time, when Petersen claims not to have known that McCafferty was about to go aboard for passage, he shook hands with McCafferty and told him good-bye. (See McCafferty's testimony, Record, pages 148, 149, and testimony of Dr. Kuehn, Record, page 123.) This is not denied by Captain Petersen. This incident calls attention to two grave inconsistencies in the testimony of Mr. Petersen upon the subject. In the first place, it is remarkable that Captain Petersen should have shaken hands and bade good-bye to McCafferty without having any idea that it was McCafferty's intention to take passage. Petersen states in his own testimony that he was the only person authorized to collect fare from passengers (Record, page 59, answers to interrogatory 10), and it is remarkable that he should have bade good-bye to a man who he knew was going aboard the *Nicaragua* for the purpose of taking passage (Record, p. 123) without first learning something about the payment of passage money.

This, of course, supports the testimony of Mr. McCafferty that he had paid his passage money to Captain Petersen. Captain Petersen was engaged at that time in sending Carl Brunsen in his boat to the *Nicaragua* to convey her papers, in order to

enable her to sail, and he knew, of course, that it was not possible for McCafferty to return to the shore in order to make any further arrangements with him before proceeding on the voyage. The inquiry naturally arises as to what Captain Petersen intended if the fare really had not been paid. Was it his intention that the captain should collect it? This he himself repudiates. It is scarcely possible to believe that Captain Petersen, when he bade good-bye to McCafferty, after the conversation which had taken place in the office of Mr. Seat, did not know that McCafferty was going aboard to be carried to Mobile. Kuehn says he did know it. (Record, p. 123.) But there is further inconsistency in the attitude of Mr. Petersen. He would have us believe that it was his custom to issue tickets for the passage of passengers upon the fruiters. Every other witness in the case examined by libellants have been asked in regard to these tickets, and no one of them seems to have ever heard of the custom to issue them. The master of the *Nicaragua* had carried several passengers and had never heard of any custom for the issuance of tickets. He had charged the board of each passenger in his accounts with the libellants, and no objection had ever been made, and these items had uniformly been paid without question. In fact, Captain Petersen only hints at such a custom, without a statement that any such ticket was ever issued, while he admits at the same time that numerous passengers had been sent by him and carried without them. (Record, p. 69.) When he told McCafferty good-bye on the wharf he certainly knew that no ticket had been issued.

We must leave it to the libellants to explain why Captain Petersen should have bade McCafferty good-bye knowing that he had no ticket, unless he had arranged that McCafferty should be carried without a ticket, or unless he knew that the master was the agent of Orr & Laubenheimer, authorized to contract on their behalf for such passage. It should be remembered that the statement of McCafferty that Petersen told him that he had arranged the passage stands without contradiction, nor is it explained why he said this, if it was not true. (Record, pp. 145 and 148.)

We submit, therefore, that the weight of the testimony establishes that Captain Petersen was the agent of Orr & Laubenheimer, and as such arranged the passage of John McCafferty and sent him aboard to be carried, just as John McCafferty states.

But it is not necessary for us to establish the payment of any fare, nor even that Captain Petersen expressly requested Captain Nicolaysen to take McCafferty to the United States, though he did in fact do so. (Record, p. 183.) It is enough that he consented to do so. (Record, p. 183, and record, pp. 28 and 145.) No principle of our law is better established than that a man can not recover for an injury to which he assents in person or by his agent.

Volente non fit injuria is the maxim of the law, and it has many times been recognized by the supreme court of our State. (Birmingham Rwy. & Electric Co. *vs.* Allen, 99 Ala., 374.)

But it is not necessary that the respondents should establish that Captain Petersen did make these arrangements in order to escape liability. Captain Petersen admits that he saw McCafferty go aboard the *Nicaragua* (record, p. 64) and knew that he was seeking passage. (Record, p. 27.) It was unquestionably the duty of the charterers to furnish some agent whom the master could look to for instruction in regard to this matter. Carl Brunsen was the clerk of Petersen, and was entrusted with these matters. Petersen says that Brunsen was not the chief clerk, but this is not material; all of the other witnesses say that he was the chief clerk; but, be this as it may, every one concurs in the statement that Brunsen was entrusted with attention to these matters on behalf of Orr & Laubenheimer and was sent on board as their representative at that time. (Testimony of Dr. Kuehn, McCafferty and Nicolaysen, and others.) The case in this particular stands on the same footing as the *Shadwan* (49th Federal Reporter, page 380). Standing in this relation, the master had the right to rely upon his advice. Brunsen was sent aboard the *Nicaragua* by Captain Petersen to attend to the ship's business, and, having arrived there, advised and insisted upon Captain Nicolaysen bringing McCafferty to Mobile. See testimony of McCafferty (record, p. 151), Dr. Kuehn (record, p. 123), and Nicolaysen (record, p. 183). Brunsen alone denies this statement. Captain Nicolaysen therefore violated no duty, even upon the hypothesis that Brunsen had misinterpreted the intention of Captain Petersen. (The *Shadwan*, 49 Fed., 380; Donkin *vs.* Herbst, 55 Fed., 1002.)

FOURTH.

Again, we invite attention to the fact that the life of McCafferty, an American citizen, was in jeopardy from threatened assassination, and that, whether this was true or not, the master so believed, and was justified in so believing, and that even if he

went beyond the orders of Petersen, he did so for the humane purpose of saving life from imminent danger. In doing so we think he obeyed the public policy of the Government, which overrides all contractural obligations.

Let us review, therefore, the facts upon which our contention rests.

Dr. Rolando Kuehn, in answer to the 2d direct interrogatory (record, p. 121) testifies that threats had been made against the life of McCafferty, and gives the names of the parties by whom the threats were made. Mr. Petersen, himself, was asked by the 1st cross-interrogatory if McCafferty's life was not in danger, but he dodged the question by simply answering that McCafferty claimed that his life was in danger, but he did not tell us whether or not such claim was well founded. (Record, p. 66.) McCafferty testifies that Dr. Kuehn, the port surgeon under the Nicaraguan régime, had, shortly before McCafferty took passage, informed him that Lacayo had said to him, "Dr. Kuehn, your friend McCafferty better look out, or he will get himself into a hole in the ground." (Record, p. 142.) McCafferty further testifies that some time after this many threats were made against his life, and he was informed that the Arguella family would surely kill him. (Record, p. 143.) Again he testifies that Captain Seat said to him that he (Seat) had no more protection than he, McCafferty, and might be arrested at any moment, or shot at any moment. (Record, p. 148.) Further on, we find McCafferty declining to accept an invitation to spend the night at the house of a friend, because he did not desire to endanger the life of his friend and his family. (Record, p. 148.)

Again, we find him saying to Captain Nicolaysen, as both Nicolaysen and he testify, "Captain, do your duty; if you order me ashore, I will go ashore. I do not fear the consequences. I will know how to die." (Record, p. 152.) Again, we find that Captain Nicolaysen said to Dr. Pruitt that he knew McCafferty's life to be in danger. (Record, p. 155.) Both McCafferty and Captain Nicolaysen testify that it was upon the repeated statements made to Nicolaysen by McCafferty, Kuehn, and Petersen that the life of McCafferty was in danger, that Nicolaysen consented to take McCafferty to the cruiser *Columbia*, and the letter written by him to Commander Sumner (record, p. 111) is conclusive proof that he believed that to send McCafferty ashore would be to sacrifice his life too.

We presume, therefore, that in view of the testimony of McCafferty and of that of Nicolaysen as to what occurred between him and Petersen and between him and Nicolaysen, and in view of the letter written by Captain Nicolaysen to Commander Sumner, it can not be questioned but that the life of Mr. McCafferty was in danger, and that if Nicolaysen received no instructions from Petersen, he acted from motives of humanity and in order to save life.

What, then, is the law upon this subject? The cases which we have found have all related to the question as to whether a vessel was liable for a deviation made for the purpose of saving human life, but they have rested upon no principle the application of which is peculiar to that class of cases, but simply upon the principle stated in 19 A. & E. Ency. of Law, 565: "If a contract binds the maker to do something opposed to the public policy of the State or nation, it is void, however solemnly made." We submit that any contract which compels the doing of any inhuman act, like any contract which enjoins the doing of any immoral act, is void. In conceding that humanity demanded the act for which complaint is made against the master, libellant concedes the case.

It is said in the case of the *Wells City* (61 Fed., 857), "It is the duty of all ships to give succor to those in distress. None but a freebooter would withhold it." It is the public policy of the Government not to condemn or mulct any vessel in damages for any loss which may be occasioned by an effort to save life. This is illustrated by the act of Congress approved February 13th, 1893 (U. S. Statutes at Large, vol. 27, page 445), if, indeed the case is not entirely covered by that act.

We do not believe that it will ever be the law of any civilized people that where humanity demands one course and a promise upon or without a consideration demands another, that it is the duty of a man to be guilty of inhumanity in order to comply with a contractural obligation. If there is such a law, God bless the man who violates it!

(Bond *vs.* The *Cora*, Fed. Cases, No. 1621, p. 840; Crocker *vs.* Jackson, Fed. Cases, No. 3398; The *Boston*, Fed. Cases, No. 1673; The *Emblem*, Fed. Cases, No. 4434. Other cases cited in note to No. 3398, Fed. Cases. Carver's Carriage by Sea, sec. 292, p. 291.)

GREGORY L. SMITH,
HARRY T. SMITH,
Proctors for Appellants.

[Transcript of record. United States circuit court of appeals, Fifth circuit, No. 439.]

G. NICOLAYSEN, CLAIMANT OF THE NORWEGIAN STEAMSHIP NICARAGUA, APPELLANT, VERSUS THE ORR & LAUBENHEIMER COMPANY, LIMITED, APPELLEE.

Appeal from the district court of the United States for the southern district of Alabama.

Agreement.

Upon appeal to the U. S. circuit court of appeals.

ORR & LAUBENHEIMER COMPANY, LIMITED,
vs.
STEAMSHIP NICARAGUA.

For the purpose of an appeal in this case, and to reduce and simplify the record somewhat, it is agreed by and between Pillans, Torry & Hanaw, proctors for libellants, and Gregory L. & H. T. Smith, proctors for G. Nicolaysen, intervenor and claimant, as follows:

1st. That process in due form was issued, and in all things regularly executed, and the steamship *Nicaragua* properly seized.

2nd. That G. Nicolaysen, the master of said steamship *Nicaragua*, for Adolph Helvorsen and others, owners of said steamship, intervened in said cause and claimed said steamship in due form, and received possession thereof from the marshal upon giving bond, as set out in the record.

3rd. That the special commissioner appointed under decree of April 11th, 1895, held said reference, took testimony thereat, and made due report thereof to the court; claimant excepted to this report, and the court rendered the final decree set out in the record, and that the evidence taken upon said reference, said report, and the exceptions thereto all relate only to the amount of damages sustained by libellants.

4th. That the written statement filed as of April 9th, 1895, of the oral evidence produced upon the hearing of the cause upon the question of liability of the steamship, the claimant, and his sureties, is a correct statement of such testimony and shall be so entered in the record, and treated upon appeal.

5th. That the following portions of the record are not necessary to any question presented upon this appeal and may be omitted from the transcript of said record, viz: Process issued upon the libel and return upon same; intervention and claim of G. Nicolaysen; notice of interrogatories propounded; certificates of commissioners taking depositions; testimony taken by special commissioner upon reference; report of the special commissioner, and exceptions to such report.

PILLANS, TORREY & HANAW,
Proctors for Libellants.

GREGORY L. & H. T. SMITH,
Proctors for Claimant.

Filed Sept. 13, 1895.

RICHD. JONES, *Clerk.*

Consent by libellant to take claim bond for $7,000.

In the case of Orr & Laubenheimer Co. *vs.* Steamship *Nicaragua*, we consent to bond for seven thousand dollars.

Yours, &c.,

PILLANS, TORREY & HANAW,
For Orr & Laubenheimer Co.

Filed Sept. 12, 1894.

RICHD. JONES, *Clerk.*

Claim bond.

United States of America. District court of the United States for the southern district Alabama.

Know all men by these presents, that we, G. Nicolaysen, claimant, and H. W. Leinkauf and Adam Glass, sureties, are held and firmly bound unto the Orr & Laubenheimer Company, Limited, in the sum of seven thousand dollars, lawful money of the United States of America, to be paid to the said Orr & Laubenheimer Company, Limited, their executors, administrators, or assigns, to which payment well and truly to

be made we bind ourselves and each of us, jointly and severally, one and each of our executors, administrators, or heirs, firmly by these presents. Sealed with our seals and dated this twelfth (12) day of September, 1894.

Whereas a libel has been filed in the United States district court for the southern district of Alabama on the 24th day of August, 1894, by the Orr & Laubenheimer Company, Limited, against the steamship *Nicaragua* in a certain action for a breach of contract, civil and maritime, for five thousand eight hundred dollars therein alleged to be due and owing to said libellants.

The condition of this obligation is such that if the above bounden G. Nicolaysen and H. W. Leinkauf and Adam Glass shall abide and answer the decree of the court, or upon appeal the decree of the appellate court, then the above obligation to be void; otherwise to remain in full force and virtue.

G. NICOLAYSEN. [SEAL.]
H. W. LEINKAUF. [SEAL.]
ADAM GLASS. [SEAL.]

Signed, sealed, and delivered in the presence of and approved.

HARRY T. TOULMIN, *U. S. District Judge.*

Filed 12th day of Sept., 1894.

RICHD. JONES, *Clerk U. S. Dist. Court.*

Libel for damages, $5,800.

United States of America. United States district court for the southern district of Alabama.

To the Honorable Harry T. Toulmin, judge of the district court of the United States for the southern district of Alabama, sitting in admiralty:

The libel of the Orr & Laubenheimer Company, Limited, a corporation, against the Norwegian steamship *Nicaragua*, of which G. Nicolaysen is master, her tackle, apparel, and furniture and engines, and against all persons intervening for their interest therein in a cause of damages, civil and maritime, alleges and articulately propounds as follows:

First. That the said steamship *Nicaragua* is now lying in the port of Mobile within the southern district of Alabama, and within the admiralty and maritime jurisdiction of this honorable court.

Second. That the said steamship has been engaged under charter to the said libellants in and about the carriage of fruit between Central America and the said port of Mobile; the said vessel having been engaged therefor under a time charter for a period which, by renewal, extended for a year, ending August 14th, 1894, which has now expired with this, her last voyage inward to this port.

Third. That in and by the said charter party, which was in writing, and which was a time charter, it was provided, among other things, that the said vessel should be placed at the disposal of the charterers during the time of said charter, to be employed in carrying lawful merchandise as charterers should direct, upon certain stipulations for the payment of the hiring of said vessel, coal, and the like; that by the terms of the said charter party it was further provided that the whole reach of the said steamship's holds, decks, and passenger accommodation should be at charterers' disposal, reserving only proper and sufficient space for officers, crews, tackle, provisions, stores, and fuel; and that the captain should prosecute his voyages with the utmost dispatch; that the steamship should work night and day if required by charterers; and it is further provided in said charter party that on account of the perishable nature of the said cargo that the said steamship was intended to carry she was not allowed to stop to pick up any wreck or in any way assist or tow any vessel, especially when by so doing she was liable to be detained.

Fourth. Libellants say and show to the court that the said steamship was chartered for the tropical fruit trade, that is to say, to bring bananas and like fruit to Mobile from Central America and the carrying out of any merchandise which libellants might see proper to ship upon her; that she was put at this business and kept at it and in it during the entire time of the said charter, which terminated while the vessel was at sea on her last voyage inward, to wit, August 14th, 1894; that in and by quarantine regulations prevailing at Mobile, established several months before the last voyage inward was commenced, vessels engaged in passages between Mobile and the said fruit countries in Central and South America were forbidden to bring passengers to Mobile therefrom, and were ordered to be detained in case such passengers were brought; that this regulation was a public one, was duly advertised, and was one well known in shipping circles, and one which the master was bound to take cognizance of.

Fifth. That the said steamship *Nicaragua*, as customary, was on her last preceding voyage to Mobile with fruit, ordered to return to Bluefields, in the Republic of Nicaragua, and there receive and load and bring to Mobile another cargo of fruit, consisting of bananas as usual, and she did so proceed to said Bluefields and then and there loaded said cargo, which cargo consisted of bunches of such fruit equivalent to twelve thousand two hundred and two bunches; after being laden with this it was her duty and that of her master promptly and seasonably to bring the same to Mobile as speedily as possible, and then and there deliver the same unto libellants for unloading and prompt shipment to the markets.

That in the said trade such fruit, and particularly during the heat of the sun, extreme diligence is required, inasmuch as delay in the handling of said fruit in its transit and transportation would occasion great loss in the market value of the same, and if it cooks or ripens too rapidly its value is practically destroyed in the market. That it was further the duty of the said master to keep his vessel clear of any encumbrances against the making of a speedy voyage to Mobile and thereby protect his cargo and deliver it in good condition, the same being, as before said, highly perishable; and as was well known to him and others engaged in that trade, any delay of the said cargo while the ship was not in motion, where the heat of the sun was not relieved against by currents of fresh air, very speedily reduced the fruit to a valueless, rotting mass; it became and was his duty under the said charter party to do nothing with his vessel which would cause her to be detained idle at any period of her voyage to the injury of her said cargo, and that as to such cargo any act of the master whereby any such detention occurred would necessarily result and render the said vessel unseaworthy and unfit for its due transportation.

Sixth. That notwithstanding his plain duty in this regard, and the great interest of his said charterers involved in his due performance thereof, and wholly disregarding his said duty and the said interests of his said charterers, the said master of the said steamship, after the said vessel was left with the said perishable cargo, received and knowingly took on board at said Bluefields a passenger and brought him to Mobile, whereby on arriving at Mobile the said steamship *Nicaragua* became and was detained by the quarantine authorities at said port for fumigation for a space of three entire days, which detention arose alone from the said violation by the said master of the quarantine regulations in bringing up said passenger to Mobile, and was without default by libellants. That the said vessel arrived at quarantine station, Mobile Bay, on Sunday, the 19th, and has not yet, on Friday, the 24th, the date of this libel, arrived at said city of Mobile; said detention produced by said unwarranted act of said master.

Seventh. That the said cargo of fruit was threatened with total loss by threatened delay and detention of said vessel at this season of the year, libellants endeavored to obtain from the quarantine authorities at Mobile the release of said vessel, but failed; but did obtain from said quarantine authorities leave to transfer the said cargo of said steamship to Mobile by lighters, which was accordingly done, and the said cargo was lightered up under great expense by libellants, to wit, to the amount of $1,038.43, by which they were damaged in that amount, the fruit being brought to the wharves at Mobile on Tuesday, the 21st, two days later than it ought to have been discharged out of the ship in ordinary course by said ship. Upon its arrival at Mobile it was found that despite these efforts of libellants to save the said cargo, the same was cooked, overripened, and bruised in handling to such a degree as to render the cargo almost worthless and unfit to be sold as good fruit in the markets.

Eighth. That charterers have handled said fruit to their best ability, and are seeking to make the same, by consignment to the best market, and by selling the ripest fruit as far as possible, bring all that it may for the benefit of whom it may concern; but nevertheless their loss on the market value and sales of said cargo which they justly thought to have made, and would have made but for the said wrongful act of the said master of said vessel ruining the said cargo, the sum, as they believe and state, at fifty-eight hundred dollars ($5,800), that being the difference between the net returns which they would in the ordinary course receive for said cargo and the amount that they will receive net from the disposal of the same in its injured condition.

Ninth. That before lightering the said cargo libellants informed the master of said order of said quarantine authorities, and that they would look to the vessel for the expense of said lighterage and all damages caused by its detention, and asked for instructions, but received none from the said master, but contented himself with merely prostesting that the vessel was not liable for the damages which he had occasioned by his wrongful action in violating quarantine regulations by bringing said passenger, whereby libellants were advised to take the course which seemed to be best for the interest of all concerned, and did so; libellants attach copy of their telegram concerning said lighterage, and telegram received in reply, and the master's letter

of protest as exhibits to this libel, and make the same part thereof. Libellants are advised that they are entitled to look to the said steamship *Nicaragua* for indemnity and reimbursement of all the said loss which they have endured from the causes above related, and have filed this, their libel, for the purpose of obtaining the aid of this honorable court to that end.

That all and singular the premises are true and within the admiralty and maritime jurisdiction of this honorable court.

Wherefore, the libellants pray that process in due form of law, according to the course and practice of this honorable court as a court of admiralty, may issue against the said steamship *Nicaragua*, her tackle, apparel, and furniture, and engines, and that all persons claiming any interest therein may be cited to appear and answer upon oath all and singular the matters aforesaid, and that this honorable court will be pleased to decree in favor of libellants for their damage as aforesaid, and that they do have and recover the same against the said steamship *Nicaragua*, and that said steamship *Nicaragua*, her tackle, apparel, and furniture, and engines, may be condemned and sold to pay said libellants said demand, with all costs and charges, and that libellants may have such further or different relief in the premises as in law and justice they may be entitled to receive.

ORR-LAUBENHEIMER CO., LIMITED.
C. P. LAUBENHEIMER, *President.*

Subscribed and sworn to Aug. 24th, 1894, before me,

RICHARD JONES, Jr.,
Deputy Clerk U. S. D. Court, Sou. Dist. Ala.

PILLANS, TORREY & HANAW,
Proctors for Libellants.

STEAMSHIP NICARAGUA, *Aug. 20, 1894.*

MESSRS. ORR & LAUBENHEIMER CO., *Mobile.*

GENTLEMEN: In reference to your telegram notifying me that the ship will be discharged at the owner's expense, I deem it my duty to protest, firstly, against this, what seems most unreasonable, detention of my steamer by the quarantine board of Mobile, and, secondly, against the cargo being discharged in quarantine at the owner's expense, and all expenses.

Mr. McCafferty was sent aboard by your agent, Captain Petersen, at Bluefields, his passage money being paid, and I being ordered to proceed to Mobile by U. S. C. *Columbia*, G. W. Sumner, commander.

Yours, respectfully, G. NICOLAYSEN.

Telegrams.

AUG. 20, 1894.

To Captain NICOLAYSEN, *Master S. S. Nicaragua, Fort Morgan, Ala.:*

Board of health orders cargo lightered up. Shall we engage lighters?

ORR & LAUBENHEIMER CO., LTD.

(His reply.)

AUG. 20TH, 1894.

Captain nor owner not responsible for delay or expense by detention.

NICOLAYSEN.

AUG. 20TH, 1894.

To Captain NICOLAYSEN, *Commander S. S. Nicaragua, Fort Morgan, Ala.:*

Will lighter fruit and look to ship for losses and expenses.

ORR & LAUBENHEIMER CO., LTD.

He did not reply.

Filed August 24th, A. D. 1894.

RICHD. JONES, *Clerk.*

Answer to libel.

United States of America. United States district court for the southern district of Alabama.

To the Honorable Harry T. Toulmin, judge of the United States district court for the southern district of Alabama, sitting in admiralty.

Intervenor, G. Nicolaysen, on behalf of Adolph Helvorsen and others, owners of the steamship *Nicaragua*, and on behalf of said steamship *Nicaragua*, and in defense of the claim for damages propounded against said steamship by libellants in their

libel, answering the allegations of said libel, denies, propounds, and articulates as follows, viz:

First. Intervenor admits that at the time the libel was filed the steamship *Nicaragua* was lying at the port of Mobile, within the southern district of Alabama, and within the admiralty and maritime jurisdiction of this honorable court.

Second. Intervenor denies that said steamship had, prior to the filing of said libel, been engaged under any charter party with libellants to transport cargoes of fruit between Central America and the port of Mobile, or that the said ship was so engaged under a time charter, or any other charter made with libellants. The fact is that said steamship was under a time charter party with another party, but under said charter party it had been transporting fruit between Central America and the port of Mobile, which said fruit intervenor, upon information and belief, admits was caused by libellants to be shipped upon said steamship under some agreement between libellants and the charterers of said steamship, and during the existence of said charter party libellants had given said ship and her master orders and directions touching her employment, and had been dealt with on behalf of said steamship just as though they had been the original charterers thereof.

Third. Intervenor admits that by the charter party, under which said steamship was employed, it was provided, among other things, that the said steamship should be placed at the disposal of the charterers during the term of said charter party, to be employed in carrying lawful merchandise as the charterers or their agents might direct, and also in carrying passengers, so far as the accommodations would allow, as the charterers or their agents should direct, upon certain stipulations for the payment of hire of said vessel, provisions for passengers, coal, and the like.

Intervenor further admits that said charter party contained the further provisions set out in the third paragraph of the libel, but intervenor shows unto this honorable court that, in addition thereto, said charter party further provides that the captain shall be under the orders and directions of the charterers as regards employment, agents, or other arrangements; and the charterers agree therein to indemnify the owners from all consequences or liabilities that may arise from the captain's signing bills of lading or otherwise complying with charterers' orders and directions. Said charter party further provides that if the charterers shall have reason to be dissatisfied with the conduct of the captain, officers, or engineers, they shall make such complaint in writing to the owners, who will, if necessary, dismiss any of the officers should they find that the complaints made by the charterers are justified and proven.

Fourth. Intervenor admits that during the term of said charter party said steamship was engaged in the trade mentioned in the 4th paragraph of the libel, and that there were quarantine regulations, and that said regulations were public, but he never knew or heard of any regulation forbidding fruit vessels from bringing passengers. His understanding was and is that under the quarantine regulations vessels were allowed to bring passengers, provided they had proper bills of health from the quarantine physician at Bluefields. Interveuor does not know whether such regulation was duly advertised, and well known among shipping circles or not, but he denies that the master of said steamship, as the agent or representative of the steamship *Nicaragua* or of her owners, was bound to take cognizance thereof, and shows unto your honor that the matters of quarantine regulations, and the compliance of the vessel therewith, related to her employment, agency, and arrangements for transporting cargo under the charter party, and was subject to the regulation and control of charterers, and that the master of said steamship was, under the terms of the charter party, the agent of the charterers or their agents in such matters, and not of the ship or her owners.

Fifth. Intervenor admits that said steamship was, on her last preceding voyage to Mobile with fruit, ordered to return to Bluefields, in the Republic of Nicaragua, for another cargo, but he denies that said vessel or her master was ordered by charterers before leaving Mobile to bring any particular cargo.

Under said charter party it had been the custom of said steamship, after discharging her cargo of fruit at Mobile, to proceed, without any specific orders as to cargo, to Bluefields, and it had been customary for one Captain J. A. Petersen, purporting to act as the agent of libellants, to receive the ship, attend to entering her, and to give the ship instructions as to when and where she should proceed for cargo and other instructions as to her employment. On some of the previous voyages under said charter party said Captain Petersen had furnished said vessel with part of her cargo; he attended to all of the ship's business and directed its movements; had also contracted for the transportation of passengers upon said steamer from Bluefields. By one of the terms of said charter party it was provided that the owners of said vessel shall victual and provide for all passengers in the best manner, according to

their class, charterers paying at the rate of a dollar and a half, United States currency, per day for each first-class passenger, and one dollar per day, United States currency, for laborers and second-class passengers. On former voyages the owners had victualed and cared for such passengers as entered upon said steamship under the authority of the said Petersen, and had charged the charterers therefor at the rates stipulated for in said charter party, and libellants had recognized said passage contracts made on their behalf by said Petersen, and had settled the ship's accounts without denying the authority of said Petersen to make such passenger arrangements for them, and had paid the ship for such passengers according to the terms of said charter party.

On the last voyage of said steamship, said Petersen authorized one McCafferty to take passage upon said steamship, and upon information and belief intervenor states that said Petersen had collected from him passage money therefor, and, under the authority of and contract made by said Petersen, acting as the agent of libellants, and at his instance and request, said McCafferty was allowed to take passage on said vessel. It was the duty of said steamship, after being laden with such cargo and passengers as might be furnished her by the said Petersen, to bring the same to Mobile as speedily as possible, and to deliver the cargo to libellants for unloading, but it was not its duty to sail with the cargo and refuse transportation to passengers entering under contract with libellants or their agent.

Intervenor admits that said fruit trade was such as to require diligence, and that delay in handling fruit in transit and transportation would occasion loss in the market value of the stock. Intervenor admits that if fruit cooks or ripens too rapidly, its value is ordinarily greatly diminished. Intervenor denies that it was, under all circumstances, the duty of the master of said vessel to keep the vessel clear of all incumbrances against making a speedy voyage to Mobile, in order to protect and deliver her cargo in good condition. He denies that it became and was the duty of said master to do nothing with his vessel which would cause it to be delayed at any period of the voyage, to the injury of said cargo, and he denies that, as to such cargo, any act of said master, whereby such detention occurred, would render said vessel unseaworthy, and unfit for use; on the contrary, intervenor shows unto your honor that it was the duty of said master, under said charter party, to subject himself to the orders and directions of the charterers and their agents as regards employment, agency, or other arrangements, and to submit to any such encumbrances against the making of a speedy voyage to Mobile as should be, or become, incidental to the master's obedience to the orders or directions of the libellants, or their agent, said Petersen.

Sixth Intervenor admits that the master of said vessel did, upon her last voyage, receive at Bluefields and allow to remain on board, and brought to Mobile, a passenger, and that on the arrival of said vessel at Mobile she was detained by the quarantine authorities at said port, and that said detention arose from the bringing of said passenger to Mobile. Intervenor, however, denies that the bringing of said passenger was without default on the part of libellants, and shows unto this honorable court that said master, in so bringing said passenger to Mobile, merely obeyed the orders and instructions of said J. A. Petersen, the agent of libellants. Intervenor denies that in so bringing said passenger, under such instructions and directions of said agent, he in any respect disregarded his duty.

Intervenor further shows unto your honor that the time said steamship was at Bluefields, upon her last voyage under said charter party, a revolution was in progress, a party of Nicaraguans having invaded and taken possession of the Mosquito Reserve. A large number of Americans resided at and near Bluefields, and owned a large amount of property there, and the United States Government had sent the cruiser *Columbia*, in charge of one Captain Sumner, to Bluefields to protect American interests there. One McCafferty was an American citizen at Bluefields, and was a special correspondent for a newspaper published in New Orleans, Louisiana, and the Nicaraguans were greatly incensed against him on account of his correspondence concerning their acts, and said McCafferty was in imminent danger of being assassinated. Under these circumstances, and as intervenor is informed and believes and therefore states, under the advice of the American consul at Bluefields and others said McCafferty obtained passage to Mobile on said steamship from the agent of libellants; J. A. Petersen, as the agent of libellants, agreeing to send said McCafferty upon said steamship *Nicaragua*, receiving passage money from him therefor, caused him to be put aboard said steamship.

Whether the quarantine regulations at Mobile prohibited any fruit vessels from bringing passengers at that season of the year without a clean bill of health or not, the quarantine board allowed passengers to be so transported under special permits, when they had not been in an infected district. The Mobile quarantine board had

a physician named Dr. Pruitt stationed at Bluefields, whose duty, as intervenor is informed and believes, was to inspect fruit vessels bound for Mobile, and give health certificates and special permits to passengers where neither the vessel nor anyone on board had been in an infected district. There was also a port physician, Dr. Kuehn, at Bluefields. Said Petersen, the agent of libellants, agreed with said McCafferty to obtain for him a proper health certificate in order to prevent quarantine detention at Mobile quarantine station, but Dr. Pruitt, for reasons not known to intervenor, declined to give him a proper health certificate, although he had not been in an infected district, but Dr. Kuehn did give him a full certificate of health. This refusal by Dr. Pruitt occurred after said McCafferty had been put on board of said steamer by said Petersen as the agent of the libellants. After Dr. Pruitt declined to give the health certificate, the master of the vessel objected to bringing said McCafferty to Mobile, fearing quarantine detentions, but the chief clerk of said Petersen, who, under the instructions, of said Petersen, the agent of libellants, brought said McCafferty on board of the said steamship *Nicaragua*, insisted upon the master's bringing said McCafferty to Mobile, and the master then agreed to do so, if ordered by Captain Sumner, the officer in charge of the said United States cruiser *Columbia;* the master of the *Nicaragua* then communicated the condition of affairs to Captain Sumner, and was by him signalled to bring said McCafferty to Mobile.

One of the terms of said charter party provided that, on account of the perishable nature of the cargo the steamship was intended to carry, she should not be allowed to stop to pick up any wreck, or in any way assist or aid any vessel, when by doing so she would be liable to be detained, unless only in order to save human life. Intervenor shows unto your honor that in bringing said McCafferty to Mobile he did so, first, because the libellants, through their agent, had contracted so to do, and had instructed the master of said steamship *Nicaragua* to transport said McCafferty to Mobile, and, secondly, because it was necessary to save human life that he should do so, and because the libellants of said steamship would, as intervenor is advised and therefore states, have been liable for heavy damages had the master of the said steamship *Nicaragua* violated the contract that libellants had, through their agent, made to transport said McCafferty to Mobile, and thereby subjected said McCafferty to assassination, imprisonment, or other injury, and, thirdly, because he, said master, was ordered by Captain Sumner, the representative of the United States in the protection of the lives and property of American citizens at Bluefields, to so bring said McCafferty to Mobile, pursuant to the contracts made by libellants through their agent and to the orders given by said agent to said master; and intervenor further states, upon advice, that the master of said steamship, in exercising his best judgment in this matter, acted as the agent of and for and on behalf of libellants, and not for or on behalf of said steamship or her owners.

Seventh. Intervenor admits that by reason of long quarantine delay there was danger that the fruit would be greatly injured; libellants pretended to endeavor to obtain a release of said vessel from quarantine and to have failed; intervenor does not believe that they made such effort in good faith; they did obtain from the quarantine authorities leave to transfer the cargo to Mobile by lighters, and this was done. Intervenor does not know at what expense such lightering was accomplished. Intervenor denies that said cargo was overripened and was bruised in handling or rendered almost worthless and unfit for use in the market. On the contrary, the fruit was in splendid condition when discharged, and its transportation to Mobile, as it was transported, could not possibly have injured the fruit.

Eighth. Intervenor does not know, and can neither deny or state anything about the handling of the fruit after the same was received at Mobile, but upon information and belief denies that libellants lost on the market value of the cargo, by reason of such detention, fifty-eight hundred dollars, or any other sum whatever.

Ninth. Intervenor admits the correspondence mentioned in the ninth paragraph of the libel, but he knows nothing of the advices that libellants may have received as to their duty in handling the cargo, or as to their right to indemnity; but intervenor, on behalf of said steamship and her owners, denies all liabilities in the premises.

Wherefore intervenor prays that he and said steamship *Nicaragua* may be hence dismissed with his and its costs and expenses in the premises incurred.

GREGORY L. & H. T. SMITH,
Proctors for Intervenor.
G. NICOLAYSEN.

STATE OF ALABAMA, *County of Mobile:*

Personally appeared before me, G. Nicolaysen, who, upon oath, deposes and says that the statements, admissions, and denials contained in the foregoing answers, so

far as the same are made upon knowledge, are true, and so far as made upon information and belief are in accord with reliable information, and he verily believes the same to be true.

G. NICOLAYSEN.

Subscribed and sworn to before me this the 3d day of October, 1894.

[SEAL.] K. L. CAMPBELL,
N. P., Mobile County, Ala.

Filed Oct. 5th, 1894.

RICHD. JONES, *Clerk.*

Order of court granting leave to amend libel and answer and submitting exceptions for decree.

TUESDAY MORNING, *March 19th, A. D. 1895.*

Present Honorable Harry T. Toulmin, judge, presiding.

THE ORR & LAUBENHEIMER CO., LIMITED,
versus
STEAMSHIP NICARAGUA. } No. 693.

This cause coming on to be heard upon motion of the respective proctors, it is ordered that the libellant has leave to amend its libel and that the claimant has leave to amend his answer.

Thereupon the claimant excepted to the libel and the amendment thereto, and the said exceptions being fully argued by the proctors, the same was submitted for decree and taken under consideration by the court.

Amendment to libel.

ORR & LAUBENHEIMER COMPANY, LIMITED,
versus
STEAMSHIP NICARAGUA. }

Libellant comes and amends his libel as follows:

By striking out of the second paragraph thereof the words "to said libellants" where the same occur; and by inserting at the end of said paragraph the following, "said charter party was made in the name of Steinhardt & Co., as charterers, but said libellants held said charter party and claimed to and operated said vessel thereunder, and the master of said steamship recognized libellants as charterers, and obeyed their commands as such, and in all things dealt with them as such.

And libellant further alleges that said charter party was assigned in writing unto Orr & Laubenheimer by said Steinhardt & Co., or purported to be so assigned to them, and that G. A. Nicolaysen, the master of said steamship, recognized said Orr & Laubenheimer as the assignees thereof during all the time after said 12th day of August, 1893, until the incorporation of libellants' company in April, 1894, and thereafter recognized libellants until the expiration of said charter party.

Libellants further show that said Orr & Laubenheimer and themselves paid all the charter hire or price, and said Nicolaysen received the same from them monthly, said Orr & Laubenheimer Company paying it after said incorporation of said libellants.

Libellants further show that they, Orr & Laubenheimer, transferred all their rights in and under said charter party unto said libellants.

C. P. LAUBENHEIMER.

Sworn to before me this 19th day of March, 1895.

RICHD. JONES, *Clerk.*

Filed in open court March 19th, 1895.

RICHD. JONES, *Clerk.*

Amendment to answer.

THE ORR & LAUBENHEIMER COMPANY, LIMITED,
versus
THE S. S. NICARAGUA. }

Comes the intervenor and amends his answer to the libel in the above-entitled cause by striking from the 6th paragraph thereof the following language, viz:

"While the quarantine regulations at Mobile prohibited any fruit vessel from bringing passengers at that season of the year without a clean bill of health, still the quarantine board allowed passengers to be so transported under special permits when

they had not been in any infected districts. The Mobile quarantine board had a physician, named Dr. Pruitt, stationed at Bluefields, whose duty it was to inspect fruit vessels bound for Mobile, and give health certificates and special permits to passengers, where neither the vessel nor anyone on board had been in an infected district," and by inserting in lieu thereof the following, viz:

"Intervenor, upon information and belief, denies that the quarantine regulations then in force at Mobile prohibited fruit vessels plying between Bluefields and Mobile, Alabama, from bringing passengers at that season of the year from Bluefields to Mobile, but the said Mobile quarantine board had a physician named Dr. Pruitt stationed at Bluefields, who, affiant is informed and believes, and therefore now states, was in the habit of inspecting fruit vessels bound for Mobile, and giving health certificates and special permits to passengers when neither the vessel nor any one on board had been in an infected district."

G. NICOLAYSEN,
GREGORY L. & H. T. SMITH,
Proctors for Intervenor.

STATE OF ALABAMA, *County of Mobile:*

Personally appeared before me, Gustave Nicolaysen, who, upon oath, deposes and says that the statements contained in the foregoing amendment are true to the best of his knowledge, information, and belief.

G. NICOLAYSEN.

Subscribed and sworn to before me this the 16th day of March, A. D. 1895.

K. L. CAMPBELL,
Notary Public, Mobile Co., Ala.

Filed in open court March 19th, 1895.

RICHD. JONES, *Clerk.*

Exceptions to amended libel.

ORR & LAUBENHEIMER CO., LIMITED,
versus
THE STEAMSHIP NICARAGUA.

Comes intervenor and excepts to the libel as amended this the 19th day of March, 1895.

1. That the libel contains no allegations showing that the steamship *Nicaragua* or her owners were in any way bound to libellants by the terms of the charter party mentioned in the libel.
2. The libel fails to show any obligation on the part of libellants to perform the charterers' undertakings in said charter party stipulated for.
3. Because under the allegations of the amended libel the vessel and owners remain liable for the performance of the terms of the charter party to Steinhardt & Co.
4. Because the master of the vessel is not shown to have been vested with any power or authority to bind the vessel or her owners by recognizing the existence of an assignment of the charter party to Orr & Laubenheimer, which, in fact, was never made.
5. The libel fails to allege that the charter party was ever assigned to Orr & Laubenheimer, and the recognition by the master of an assignment not alleged to have existed can not bind the vessel or owners.
6. The libel fails to allege that the charter party was ever assigned to libellants, and the recognition by the master of an assignment not alleged to have existed can not bind the vessel or owners.
7. The libel fails to show that the master or any person authorized to bind the vessel or her owners ever recognized any transfer of the charter party to libellants.
8. The libel fails to show that the charter party mentioned in said libel is such as to be the subject to transfer except by the mutual consent of the parties thereto.
9. The libel does not show any authority in the master to waive any of the terms of the charter party or to bind the vessel or owners by the terms of the charter party to any person other than those with whom the charter party was made.
10. The libel does not allege that at the time that the matters and things which the libel alleges the master did he knew of the several alleged transfers of the charter party or the rights thereunder.
11. The libel fails to allege any damage to libellants by reason of the matters and things set out and alleged in the libel.

GREGORY L. & H. T. SMITH,
Proctors for Intervenor.

Filed March 19, 1895.

RICHARD JONES, *Clerk.*

Decree overruling exceptions to libel.

WEDNESDAY MORNING, *March 20th, A. D. 1895.*

Present: Hon. Harry T. Toulmin, judge, presiding.

ORR & LAUBENHEIMER CO., LIMITED,
versus
STEAMSHIP NICARAGUA. } 693.

This cause having been submitted on the claimant's exceptions to the libel and the amendment thereto, the court is of the opinion that the said exceptions are not well taken. It is therefore ordered, adjudged, and decreed that the exceptions be, and the same are hereby, overruled.

Answer to libel as amended.

ORR & LAUBENHEIMER COMPANY, LIMITED,
versus
THE NICARAGUA. }

For answer to the libel as amended the 19th day of March, 1895, comes the intervenor and, 1st, strikes from the answer, as filed October 5th, 1894, and amended 19th day of March, 1895, the second paragraph thereof, and in lieu thereof says as follows, viz:

Intervenor admits that said steamship had been engaged in and about the carriage of fruit between Central America and the port of Mobile under a time charter party for a period which, by renewal, extended for a year ending August 14th, 1894; and that said period had expired when the libel was filed; and he admits that said charter party was made in the name of Steinhardt & Company as charterers, and that libellant held said charter party and operated said vessel thereunder; but he denies that it, or they, held said charter party and operated said vessel as the charterer or charterers of said vessel. Intervenor denies that the master of said vessel recognized libellant as charterer of the vessel. Intervenor admits that he obeyed the commands given by libellant and its or their agents. He recognized and obeyed such commands by libellant, treating such commands as given by libellant as representative of the charterers of said vessel, and not as coming from libellant as charterer. Intervenor also dealt with libellant just as though they were the charterers of the vessel, he supposing it or they to be the duly authorized representative or representatives of the charterers, and intervenor treated them as such.

Intervenor does not know that any attempt was ever made by Steinhardt & Company to assign said charter party to Orr & Laubenheimer, and can not therefore admit or deny the allegations of the libel in regard thereto, nor does he know that said charter party so purported to be assigned.

Intervenor denies that G. Nicolaysen, as master of the vessel, ever recognized Orr & Laubenheimer as the assignees of said charter party during any part of the time subsequent to August 12th, 1893. Intervenor admits that Orr & Laubenheimer and libellant paid most of the charter hire or price, but they did not pay it all. Intervenor admits that he or his agent at Mobile received from them the charter hire or price so paid; such payments were made semimonthly, but intervenor did not in person receive them all. Intervenor does not know when, if at all, libellant was incorporated, but he admits that all payments of charter hire or price paid subsequent to April, 1894, was paid by it or them.

Intervenor does not know whether libellant was ever incorporated or not, nor does he know whether Orr & Laubenheimer transferred all of their rights, or alleged rights, in and under said charter party to libellants, and can not admit or deny these facts. As thus amended, intervenor refiles his former answer as previously amended.

GREGORY L. & H. T. SMITH,
Proctors for Intervenor.

Personally appeared before me G. Nicolaysen, and, being sworn, says that the foregoing admissions, denials, and statements are true to the best of his knowledge.

G. NICOLAYSEN.

Subscribed and sworn to before me this the 20th day of March, 1895.

RICHD. JONES, *Clerk.*

Filed March 20th, 1895.

RICHD. JONES, *Clerk*

TESTIMONY ON THE PART OF LIBELLANT.

Deposition of B. B. Seat, taken by A. N. Cardoza, in Bluefields, Nicaragua, Dec. 6th, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 4. State what is your name, profession, and occupation, and what is your present station, and what was it in August, 1894. Do you know John McCafferty? Did you see him aboard of the *Nicaragua* on or about August 14th, 1894, when she was laden and about to depart for Mobile? When did you first see him that day, and where? Did you carry him, or have him carried, on board the ship or not? How, on what boat, and with whom did he board said steamship? What did he proceed to do immediately upon arriving aboard the ship? Who did he speak to; what did he say? Did you see him when he met Captain Nicolaysen of said steamship? Who was present? What did he say to Captain Nicolaysen? State fully the conversation between him and Captain Nicolaysen concerning his presence aboard and what he desired. Had you, previous to his speaking to Captain Nicolaysen, or afterwards, yourself addressed Capt. Nicolaysen in his behalf or in regard to him? If so, what did you say? If not, say so? At whose request did you speak to Captain Nicolaysen about McCafferty, or did you so speak? What was your business on the ship? Did you have business to carry you aboard of her? Did it relate in anywise to McCafferty's presence there? What did McCafferty do when he got aboard the ship? Did he, or not, remain in the officers' or passengers' part of the ship? Did he disappear therefrom? When did he disappear and where did he go? Was the place to which he went a place customarily used by passengers or officers? Who, if anyone, introduced McCafferty to Captain Nicolaysen; did you do it? Were you on board when he went on board? Did he, or not, go on board with you? Did you, or not, on Captain Nicolaysen objecting to bringing McCafferty on account of quarantine, insist on his doing so? Had Petersen ordered you so to do?

A. 1. I am a lawyer by profession, and am at present consular agent at Bluefields for the United States, and was in August, 1894. 2. I know a gentleman of that name. 3. Never saw him aboard the *Nicaragua* on the 14th of August, 1894, or any other time. 4. I can't say I saw him that day. 5. Never carried him or had him carried. 6. Know nothing about it. 7. Don't know. 8. Did not see him. 9. Don't know. 10. Don't know. 11. Don't know. 12. Never spoke to Captain Nicolaysen in regard to him in my life, as I remember. 13. Nothing. 14. Said so. 15. Never spoke to him about McCafferty. 16. Was not on the ship. 17. Did not go on board of her. 18. Never went on board the ship. 19. Don't know. 20. Don't know. 21. Don't know. 22. Don't know. 23. Don't know. 24. I did not introduce McCafferty to Captain Nicolaysen. 25. I was not on board at all. 26. Did not. 27. I had nothing to say about it—was not there. 28. Petersen never ordered me to do anything.

Intg. 5. Did you have any conversation with McCafferty while the vessel lay off Bluefields bluff at that time, or were you present at any conversation between him and Captain Nicolaysen and Dr. Kuehn or Dr. Pruitt in regard to his presence on board the ship? What led to that conversation? How did McCafferty come to be present at that conversation? Who brought him from the forecastle? State as fully as you can all that was said in that conversation by him and by Pruitt and by Dr. Kuehn, and each or any of them, so far as any of these said anything, and also by Captain Nicolaysen. Did, or not, Captain Nicolaysen decline to take McCafferty to Mobile owing to quarantine restrictions unless Dr. Pruitt would authorize him? Did, or not, Carl Brunsen urge the captain to stand by McCafferty? What, in fact, occurred in this conversation, relate fully? State whether or not Carl Brunsen took any part, and what part therein.

A. 1. I never was present in any conversation between McCafferty and Dr. Pruitt. I had conversation at different times with McCafferty at Bluefields, but no conversation at the time alluded to. 2. I do not know. 3. I do not know. 4. Was not on the ship, therefore don't know anything what was said between any of the parties. 5. Don't know. 6. Don't know. 7. Don't know. 8. Don't know.

Intg. 7. State whether or not, on the 10th day of August, 1894, or about that time, in response to a message from B. B. Seat summoning him, John McCafferty, to meet you, he did meet you, in the presence of J. A. Petersen and one Captain Wiltbank, and converse with you in regard to the political and military situation and acts of the Government, or any other matter. If any such meeting occurred, please state whether or not said Petersen, upon the said McCafferty's agreeing or consenting to go home to the United States, said in substance or in terms as follows to McCafferty: "You may return by either one of our three steamers. The *Nicaragua* is en route to

Rama, and you can go aboard of her at once." Did or not said Petersen undertake to make any such offer to him? Did he or not name any steamers in any such conversation? Did he or not name the *Jaederen*, *Sunniva*, and *Nicaragua*? State whether or not in any such conversation Petersen then said that he would make all necessary arrangements for the passage home of the said McCafferty on the *Nicaragua* when she came back from Rama. What was said about such passage to Mobile by Petersen? What, if anything, was said about quarantine regulations?

A. 1. About that time Captain McCafferty was in the consular office. It was early in the morning. Among other things Captain McCafferty stated to me that he was anxious to get to the States, and that if I saw an opportunity for him to go, please to let him know. I told him I would do so with pleasure. He then left the office, and a little while after Captain Petersen and Captain Wiltbanks both came into the office—I don't remember who came in first. While there Captain Petersen mentioned something about passengers going to Mobile on the Mobile line of ships. I think he stated that the captain of the *Nicaragua* would take anyone who wished to go. I then remarked: "Is that so? A man was just in here who requested to let him know if I heard of any chance to the States." Just after this conversation Captain Wiltbanks left the room. As he was going out I told him if he saw Captain McCafferty on the street to tell him to come up to the office; that I had some news for him. Captain Petersen remained in the office, and in a short time Captain McCafferty came up again. I told him that from what Captain Petersen said there was a chance for him to get to the States. Captain McCafferty replied: "I am glad to know it." The conversation then occurred between Captain Petersen and Captain McCafferty in reference to his going to the States. I remember Captain Petersen remarked to him: "There are three ships of the line now in, and you can get passage on either one, but you will have to see the captain of the ship first." I think Captain McCafferty expressed himself as being much gratified for the information given him. There was some other conversation ensued, I think, having reference to the writing up of the Bluefields troubles. I think I stated that I was glad that Captain McCafferty had an opportunity of going to the States; that he being a newspaper man I had confidence in his ability to write up the Bluefields case properly. This is about all I remember of what was said on that occasion. Captain McCafferty soon afterwards left the office, and I have not seen him since. I think that was the last time I met Captain McCafferty. Captain Petersen left the office also about the same time, or soon after, and what arrangement was subsequently made about the Captain's passage I know nothing of. 2. I have just stated all I know as I remember it.

Intg. 8. State fully whether or not anything was said between said McCafferty and said Petersen in regard to his coming to the United States and in regard to the vessel in which he might come; and state whether or not said Petersen in any wise undertook to advise him to violate the quarantine restrictions obtaining at port of Mobile, or to sail on any ship without authority from the quarantine agent at Bluefields. Answer fully all that was said, if anything, about quarantine regulations. State whether or not said Petersen agreed with McCafferty or contracted to obtain a permit or health certificate to enable McCafferty to go on the *Nicaragua* to Mobile.

A. 1. I have stated already as far as I know. 2. I have already answered. 3. I don't remember any agreement.

Intg. 11. Have you read the newspaper statement of John McCafferty, printed in the Mobile Register of Aug. 26th, in regard to his conferences prior to his taking ship and what occurred aboard ship prior to her leaving the bluffs? If so, state whether the same is not substantially true as stated, in so far as it deals with matters within your knowledge. Please state, if not already stated in your previous answer, all that you know of the taking passage by McCafferty, his intentions so to do, his arrangements therefor, his transaction with the Mobile board of health officers or agent, his action on ship and his declaration thereon in regard to his motives and his methods for and of going on board of the *Nicaragua*, and what was said by Captain Nicolaysen to either of you in regard thereto. If you have not already done so, please answer and state any other material matter or thing as if specially interrogated thereto. Do you know said John McCafferty's reputation for veracity in Bluefields? What is it? How long did he reside there? What was his general reputation and character at Bluefields?

(Intervenor objects to the third to the last question contained in the above interrogatory, because the same is too general and affords no opportunity to cross-examine the witness as to the matter sought to be elicited.)

A. 1. I read an article purporting to have been written by Captain McCafferty, but as I was not at the ship at the time of his embarkation, I know nothing whatever of what happened there. I can not speak to the truth of the statements made. In reference to the facts already stated in answer to interrogatory 7, I believe

the statements in the article alluded to were substantially true, so far as it related to what was said in the consular office, but further than that I can not say, as I know nothing except what transpired there, as already stated. 2. I have stated all I know. I know nothing further that is material to this matter. I don't know anything about his reputation. 3. I have met him frequently in Bluefields within the last year or so; have understood him to be a newspaper correspondent, and to have an interest in some mining property in this portion of Nicaragua, and that is about all I can say. 4. Already answered. 5. He has never been a permanent resident of Bluefields, having remained here only a few weeks at a time. 6. I do not know, as I have stated.

Intg. 19. Do you know what character John McCafferty bore in Bluefields, and what his reputation was there? How long did he live there? What is such reputation so borne by him in Bluefields? Also answer and state any other material thing not stated in your foregoing answers as if specially interrogated.

(Intervenor objects separately to each question, except the last, contained in the above interrogatory, because the same is too general and gives no opportunity for cross-examination in regard to the matters sought to be elicited.)

A. 1. I have already answered as far as I know. 2. I don't think he has ever been a permanent resident in Bluefields. 3. I have already answered. 4. I have already answered; I have stated all that is material.

CROSS INTERROGATORIES AND ANSWERS.

Not waiving, but insisting upon his foregoing objections, intervenor propounds the following:

Intg. 1. Is it not a fact that at the time that Mr. McCafferty went on board the *Nicaragua*, or shortly thereafter, there were a number of soldiers on the wharf? Is it not a fact that McCafferty was, at the time that he left Bluefields, on bad terms with the authorities then in power? Is it not a fact that he had been threatened at that time, or shortly thereafter, and that other American citizens had been arrested by the authorities and imprisoned, and some of them subsequently banished?

A. 1. Don't know anything what transpired when Captain McCafferty embarked. 2. Of my own knowledge I can't say; I have, however, heard from Captain McCafferty's own lips that he believed his life was in danger here. 3. I don't know anything about his being threatened. A number of residents were arrested here about the 16th of August.

Intg. 2. If you say that you saw Mr. McCafferty go on board the *Nicaragua*, then please state by means of whose boat he so boarded said vessel. Who is the owner of said boat, and who was managing it at that time? Was he put on board the *Nicaragua* by the boat in which he went out to her, free of charge, or did he have to pay passage money therefor? To whom did he pay such passage money? Is it not a fact that the boat on which said McCafferty was conveyed to the *Nicaragua* was in the employ of Mr. J. A. Petersen, or his firm?

A. 1. I know nothing about it. 2. Know nothing about it. 3. Know nothing about it. 4. Know nothing about it.

Intg. 3. If you have undertaken to state anything about a conversation which occurred between the captain of the *Nicaragua* and Carl Brunsen, on board said *Nicaragua*, then please state who was present at such conversation, and what was the relative position of each party present during the entire time said conversation was going on. Please state substantially what occurred in the conversation, or conversations, at which you were present.

A. 1. I know nothing about it. 2. I know nothing about conversations at ship.

Intg. 4. How long have you known Mr. McCafferty? Is it not a fact that he was corresponding with some newspaper published in New Orleans, Louisiana, and that his correspondence with that paper created a great deal of feeling against him at Bluefields? Is it not a fact that at that time the native Government had been overthrown by the Nicaraguans, and that the correspondence of McCafferty was hostile to the Government then in power?

A. 1. I think I saw him first about two years ago. 2. I understood he was a correspondent of the New Orleans Picayune, I believe, but I can not say as to the effect produced by his articles on the residents of Bluefields. 3. I do not now remember. I believe some of his articles were offensive to the Nicaraguan officials.

Intg. 5. Name each person whom you have heard discuss the general reputation of Mr. McCafferty for veracity, prior to the time that suit was brought in this case. Also state to what party the persons whom you heard so speak of him belonged.

A. I can't say now that I ever heard his character for truth and veracity discussed at all.

Intg. 6. Please state what your business is, with what firm or office you are connected, and what, if any, connection you have as an agent or employe, or otherwise, with the Orr & Laubenheimer Company.

A. I am a lawyer by profession, and have been for two years and over representing the United States Government as consular agent at this place, and have no connection, direct or remote, with the company of Orr & Laubenheimer, or with their business.

Intg. 7. Is it not a fact that since suit was brought in this case a member of the firm of the Orr & Laubenheimer Company has visited Bluefields and discussed this case with you, and told you what it was necessary that they should prove in this case? Who was such person, and when did such person visit Bluefields.

A. 1. No. 2. I don't know.

Intg. 8. Is it not a fact that you had one or more conversations with Mr. McCafferty in regard to the propriety of his leaving Bluefields and proceeding to the United States? Is it not a fact that in such conversations you, or some other person in your presence, urged him to depart from Bluefields at once? Is it not a fact that in such conversation there was some agreement, or understanding, that memorials to the President of the United States, signed by the American citizens residing in Bluefields, should be gotten up for use by McCafferty in the interest of the American citizens at Bluefields when he should have arrived in the United States? Please state what occurred upon this subject, and what part J. A. Petersen took in any one or more conversations between yourself and McCafferty looking to his return to the United States.

A. 1. Captain McCafferty might have spoken to me one or two times about his going to the States, and about his writing up the Bluefields troubles, but I can not say what was said in such conversations. 2. I did not. 3. I believe that there was something said about getting up some memorial, but what was said I do not know. 4. I don't know what was said further than what I have already repeatedly stated. I believe that Captain McCafferty had some conversation with Mr. Samuel Weil about his going to the States and representing the Bluefields residents concerning the Bluefields troubles. I do not remember what was said on that occasion, but I do remember that Mr. Weil declined to have anything to do with it.

Deposition of Carl Brunsen, taken by A. N. Cardoza, in Bluefields, Nicaragua, November 26th, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 4. State what is your name, profession, and occupation, and what is your present station, and what was it in August, 1894? Do you know John McCafferty? Did you see him aboard of the *Nicaragua* on or about August 14th, 1894, when she was laden and about to depart for Mobile? When did you first see him that day, and where? Did you carry him, or have him carried, on board the ship or not? How, on what boat, and with whom did he board said steamship? What did he proceed to do immediately upon arriving aboard the ship? Who did he speak to, what did he say? Did you see him when he met Captain Nicolaysen of said steamship? Who was present? What did he say to Captain Nicolaysen? State fully the conversation between him and Captain Nicolaysen concerning his presence aboard and what he desired. Had you, previous to his speaking to Captain Nicolaysen, or afterwards, yourself addressed Captain Nicolaysen in his behalf or in regard to him? If so, what did you say? If not, say so. At whose request did you speak to Captain Nicolaysen about McCafferty, or did you so speak? What was your business on the ship? Did you have business to carry you aboard of her? Did it relate in anywise to McCafferty's presence there? What did McCafferty do when he got aboard the ship? Did he, or not, remain in the officers' or passengers' part of the ship? Did he disappear therefrom? When did he disappear, and where did he go? Was the place to which he went a place customarily used by passengers or officers? Who, if anyone, introduced McCafferty to Captain Nicolaysen; did you do it? Were you on board when he went on board? Did he, or not, go on board with you? Did you, or not, on Captain Nicolaysen objecting to bringing McCafferty, on account of quarantine, insist on his doing so? Had Petersen ordered you so to do?

Intg. 5. Did you have any conversation with McCafferty while the vessel lay off Bluefields Bluff at that time, or were you present at any conversation between him and Captain Nicolaysen and Dr. Kuehn or Dr. Pruitt in regard to his presence on board the ship? What led to that conversation? How did McCafferty come to be present at that conversation? Who brought him from the forecastle? State, as fully as you can, all that was said in that conversation by him and by Pruitt and

by Dr. Kuehn, and each or any of them, so far as any of these said anything, and also by Captain Nicolaysen. Did, or not, Captain Nicolaysen decline to take McCafferty to Mobile owing to quarantine restrictions unless Dr. Pruitt would authorize him? Did, or not, Carl Brunsen urge the captain to stand by McCafferty? What, in fact, occurred in this conversation—relate fully? State whether or not Carl Brunsen took any part, and what part, therein.

Intg. 6. Please state all the circumstances attending the taking passage by McCafferty on the *Nicaragua* for Mobile, in August last. State when you first went, if you went aboard said ship on that day or voyage. Whether you were on board when McCafferty came on board of her. Whether you were or not where the other passengers were, if there were others. Where McCafferty approached you or notified you of his presence and whether it was made known to you by McCafferty or the master of said ship that he was so on board, and what steps you took, if any, looking to the inspection of said ship and her crew and people on board, and whether said McCafferty was then on board, and if so, whether he fell within said inspection or was known to you to be on board or not. State how you first knew that McCafferty was on board, who told you, and what steps you took to ascertain whether he was and how he came on board. When did you first see him on board and under what circumstances? Whereabouts on the ship did he come from? Was this a usual or customary place for passengers? Was anything said by him or Captain Nicolaysen or Dr. Kuehn, or by any person then and there present (and what person, if any) about your giving a certificate or license or other authority to said McCafferty or to the master, to enable him to bring him through Mobile quarantine without detention? What was said about this? What did you answer and what was your action? Did you accede or refuse? What did you say to or in the presence of Captain Nicolaysen about the consequence of his bringing this passenger to Mobile without such authority?

State whether or not Nicolaysen, by any expression of his, indicated any knowledge that his taking said passenger without authority might result in his detention at quarantine, or would be the violation of the regulations obtaining at Mobile quarantine station. State fully all that occurred in regard to this matter between you and Captain Nicolaysen, either before or after McCafferty had appeared in your presence aboard ship. Did or not the said McCafferty, in the cabin of said vessel, say the words hereinafter written, or substantially these words, that is to say: "Captain, I wish now to repeat, in the presence of Dr. Kuehn, Mr. Seat, and Captain Petersen, chief clerk, so that I may not be misrepresented: I was sent out to the steamer by Captain Petersen as a cabin passenger en route to Mobile; any man who should represent me otherwise would utter a malicious falsehood?" If he did not say this, did he say anything like this? If he said anything at all, repeat it.

Intg. 9. Were, or not, quarantine certificates or licenses required during the spring and summer months of 1894 by masters of vessels and passengers bound to Mobile; and if yea, what are these certificates; by whom given; who, if any person, in the summer of 1894 was the person to issue such certificates or authority to such vessels? Did said Petersen at said meeting of tenth of August offer money to the said McCafferty, and did McCafferty decline the same and express his astonishment and declare that he had never asked the people of Bluefields for any money, nor received any from them? Did, or not, said Petersen repeat his offer of said money? State whether or not said McCafferty paid any passage money to Petersen for passage on said ship, and how much he paid; when and where and in whose presence he paid any such. If he paid any such passage money to said Petersen, did Petersen guarantee passage to him without regard to whether he could get authority from the health officer from Mobile or not? What was the understanding in regard to this, if he paid any passage money or if he did not pay passage money? Did said Petersen, on the 14th day of August, in accordance with any arrangements between him and said McCafferty for passage on said steamship *Nicaragua* to Mobile, or not, send said McCafferty out to the said steamship *Nicaragua?* Did, or not, said Petersen send out a boat? Was, or not, McCafferty in it? If he was not, why was he not? Did he, or not, seek passage in her? Did you accompany McCafferty to the *Nicaragua?* If yea, by whose orders? State whether Petersen gave Brunsen any—if so, what—orders relating to said McCafferty.

(Intervenor objects to the first question propounded in the 9th interrogatory, because the same calls for secondary evidence.)

Intg. 10. State fully all that occurred in your hearing at any time between McCafferty and Petersen, or between McCafferty and Nicolaysen, in regard to the passage of McCafferty. Do you know of any payment of McCafferty as passage money; and if so, to whom? Did you know of his design to go on the said vessel prior to his going aboard of her? Did you not know he designed violating quarantine regulations at Mobile?

Intg. 11. Have you read the newspaper statement of John McCafferty, printed in the Mobile Register of Aug. 26th, in regard to his conferences prior to his taking ship and what occurred aboard ship prior to her leaving the Bluffs? If so, state whether the same is not substantially true as stated, in so far as it deals with matters within your knowledge. Please state, if not already stated in your previous answer, all that you know of the taking passage by McCafferty; his intentions so to do; his arrangements therefor; his transaction with the Mobile board of health officers or agent; his action on ship and his declaration thereon in regard to his motives and his methods for and of going on board of the *Nicaragua;* and what was said by Captain Nicolaysen to either of you in regard thereto. If you have not already done so, please answer and state any other material matter or thing as if specially interrogated thereto. Do you know said John McCafferty's reputation for veracity in Bluefields? What is it? How long did he reside there? What was his general reputation and character at Bluefields?

(Intervenor objects to the third to the last question contained in the above interrogatory, because the same is too general and affords no opportunity to cross-examine the witness as to the matter sought to be elicited.)

Intg. 19. Do you know what character John McCafferty bore at Bluefields, and what his reputation was there? How long did he live there? What is such reputation so borne by him in Bluefields? Also answer and state any other material thing not stated in your foregoing answers as if specially interrogated.

(Intervenor objects separately to each question, except the last, contained in the above interrogatory, because the same is too general and gives no opportunity for cross-examination in regard to the matters sought to be elicited.)

The witness testified in answer to all of the foregoing interrogatories as follows:

A. I am clerk, employed by Messrs. H. Ebensperger & Co., of Bluefields. I was so in August, 1894. I know John McCafferty. I saw him in Bluefields in the month of August, 1894. I saw him aboard the steamship *Nicaragua* on the 14th August, 1894. The ship was laden and was about to depart for Mobile. I saw him first that day in the morning between eight and nine o'clock, or about that time, on the wharf of Ebensperger & Co. I did not carry him or have him carried on board the ship. He went in a boat belonging to the firm of Brown, Harris & Co., in company with Dr. Kuehn, William Seat, and another doctor, whose name I do not know, and they boarded the steamship *Nicaragua*. I was standing on the bridge of the ship and saw when John McCafferty, Dr. Kuehn, William Seat, and the other doctor came on board. I did not pay any attention what John McCafferty did or who he spoke to when he first came aboard. A while after, Dr. Pruitt asked me for John McCafferty. My reply was, "I do not know." Dr. Pruitt requested the mate of the ship to call McCafferty.

Before Dr. Pruitt called McCafferty, Captain Nicolaysen enquired of me if I had any papers from the American consul or the commander of the U. S. warship *Columbia* for McCafferty's passage. I replied to Captain Nicolaysen, "I have no papers, nor Captain Petersen never told me anything of McCafferty." Captain Nicolaysen then begged me to enquire of McCafferty if he had any papers to take him to Mobile. I went to McCafferty, who, I found, was sitting inside one of the rooms forward. The door was opened. I addressed him and said, "Captain Nicolaysen has sent me to ask if you have the necessary papers to take you to Mobile." McCafferty replied, yes, he had the papers from the captain of the *Columbia*. I returned to Captain Nicolaysen and told him what McCafferty said. Dr. Pruitt then called McCafferty. McCafferty came up and said: "Gentlemen, what is required?" and showed some papers. I don't know what the papers were, or what about. Dr. Pruitt paid no attention to the papers, and remarked to McCafferty if he came on board to hide himself, and Dr. Pruitt refused him a permit. McCafferty made several observations which I do not now remember. I heard McCafferty asking if an exception could not be made for him. Captain Nicolaysen then told McCafferty he could not take him, and if he considered his life in danger he (Captain Nicolaysen) would take him and place him on board the U. S. ship *Columbia*. McCafferty said "Thank you, Captain Nicolaysen," and remarked that he is sure Commander Sumner would order Captain Nicolaysen to take him to Mobile. Captain Nicolaysen then asked the pilot (Captain Neilson) to take McCafferty to the *Columbia*.

While piloting the *Nicaragua* out Captain Neilson advised Captain Nicolaysen to hoist his signal as he was passing. The other persons and myself left the ship for the city. I never spoke to Captain Nicolaysen previously or after in behalf of McCafferty. My business on board the ship is to deliver the necessary papers for the ship, such as clearance, bill of health, manifest, and the documents for the customs at Mobile. On that occasion I was sent by Captain Petersen with the papers of the ship. I did not see any one introduce McCafferty to Captain Nicolaysen. I did not

introduce him. I did not insist on Captain Nicolaysen taking McCafferty. To the contrary, I suggested that if Captain Nicolaysen can't take McCafferty to send him ashore either with the pilot or in the boat I had. Captain Petersen never ordered me to take McCafferty on board, or to insist upon Captain Nicolaysen to take him. I never had any conversation with McCafferty while the vessel lay off Bluefields Bluff, and was never present at any conversation except that I have already mentioned. Captain Nicolaysen, Dr. Pruitt, Dr. Kuehn, and McCafferty went down in the saloon. What transpired I know not. I believe they went down for Dr. Pruitt to make out his report, and I heard Dr. Pruitt refused to give McCafferty a certificate of health, but Dr. Kuehn said he would. I consider that Captain Nicolaysen declined to take McCafferty when Dr. Pruitt refused to give a permit. I never urged the captain to stand by McCafferty. I took no part more than I have already sworn to. McCafferty never said in my presence that he was sent on board by Captain Petersen. I do not know if McCafferty said so in the presence of any other person. While Captain Nicolaysen, Drs. Pruitt and Kuehn and McCafferty were in the cabin Captain Nicolaysen called me down to give him a receipt for some money he had paid. No more questions was asked, nor conversation, that I heard. I do not know the exact rules required as to certificates or licenses, but I have always understood no passengers are allowed to leave during the summer months. I never was present at any time with Captain Petersen and McCafferty during any conversation. I do not know if McCafferty paid to Captain Petersen any passage money. I have never seen McCafferty in the office or store of Captain Petersen. Captain Petersen sent out his own boat, and never sent McCafferty in it. McCafferty never sought for passage in Captain Petersen's boat. I personally know nothing of McCafferty's character. I heard he was a newspaper reporter. I have never heard anything particularly of his reputation. Captain Nicolaysen never asked me for any information or instructions about McCafferty's passage, as he knows I have no power.

CROSS-INTERROGATORIES AND ANSWERS.

Not waiving, but insisting upon, his foregoing objections, intervenor propounds the following:

Intg. 1. Is it not a fact that at the time that Mr. McCafferty went on board the *Nicaragua*, or shortly thereafter, there were a number of soldiers on the wharf? Is it not a fact that McCafferty was, at the time that he left Bluefields, on bad terms with the authorities then in power? Is it not a fact that he had been threatened at that time, or shortly thereafter, and that other American citizens had been arrested by the authorities, and imprisoned, and some of them subsequently banished?

A. 1. It is a fact that there were soldiers on the wharf. 2. I don't know. 3. I can't tell. 4. It is a fact that other Americans were arrested.

Intg. 2. If you say that you saw Mr. McCafferty go on board the *Nicaragua*, then please state by means of whose boat he so boarded said vessel. Who is the owner of said boat, and who was managing it at that time? Was he put on board the *Nicaragua* by the boat in which he went out to her, free of charge, or did he have to pay passage money therefor? To whom did he pay such passage money? Is it not a fact that the boat on which said McCafferty was conveyed to the *Nicaragua* was in the employ of Mr. J. A. Petersen or his firm?

A. 1. Brown & Harris' boat. 2. I don't remember who was captain. 3. Don't know. 4. It is not the fact that the boat was employed by Captain Petersen or H. Ebensperger & Co.

Intg. 4. How long have you known Mr. McCafferty? Is it not a fact that he was corresponding with some newspaper published in New Orleans, Louisiana, and that his correspondence with that paper created a great deal of feeling against him at Bluefields? Is it not a fact that at that time the native government had been overthrown by the Nicaraguans, and that the correspondence of McCafferty was hostile to the government then in power?

A. 1. I don't know him at all, but I have seen him in Bluefields several times. 2. I don't know if it is a fact or not. I don't know. I don't know if it is a fact, but I know that the government was taken charge by the Nicaraguans.

Intg. 5. Name each person whom you have heard discuss the general reputation of Mr. McCafferty for veracity, prior to the time that suit was brought in this case. Also state to what party the persons whom you heard so speak of him belonged.

A. I could not name any person. Don't know. Never heard any person speak of him.

Intg. 6. Please state what your business is, with what firm or office you are connected, and what, if any, connection you have as an agent or employe, or otherwise, with the Orr & Laubenheimer Company.

A. I am a clerk to H. Ebensperger & Co. I have no connection with Orr & Laubenheimer.

Intg. 7. Is it not a fact that since suit was brought in this case, a member of the firm of the Orr & Laubenheimer Company has visited Bluefields and discussed this case with you, and told you what it was necessary that they should prove in this case? Who was such person, and when did such person visit Bluefields?

A. It is a fact that Mr. Laubenheimer visited Bluefields, but never discussed the case with me here in Bluefields, but he asked me a few questions at the Bluff.

Intg. 8. If you have testified that quarantine certificates or licenses were required during the spring and summer of 1894 by the masters of vessels bound to Mobile, were they not regulated by the quarantine laws of the United States? Is it not a fact that there was no quarantine regulations in Bluefields requiring such certificates for passengers or vessels about to depart for Mobile?

A. 1. I don't know nothing about licenses, but I have always heard that no passengers were allowed during summer months. 2. I know nothing about the licenses. 3. I could not tell if that is a fact or not.

Deposition of Bertha Morf, taken by A. N. Cardoza, in Bluefields, Nicaragua, Nov. 26th, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 4. State what is your name, profession, and occupation, and what is your present station, and what was it in August, 1894? Do you know John McCafferty? Did you see him aboard of the *Nicaragua* on or about August 14th, 1894, when she was laden and about to depart for Mobile? When did you first see him that day, and where? Did you carry him, or have him carried, on board the ship or not? How, on what boat, and with whom did he board said steamship? What did he proceed to do immediately upon arriving aboard the ship? Who did he speak to; what did he say? Did you see him when he met Captain Nicolaysen of said steamship? Who was present? What did he say to Captain Nicolaysen? State fully the conversation between him and Captain Nicolaysen concerning his presence aboard and what he desired? Had you, previous to his speaking to Captain Nicolaysen, or afterwards, yourself addressed Captain Nicolaysen in his behalf or in regard to him? If so, what did you say? If not, say so? At whose request did you speak to Captain Nicolaysen about McCafferty, or did you so speak? What was your business on the ship? Did you have business to carry you aboard of her? Did it relate in any wise to McCafferty's presence there? What did McCafferty do when he got aboard the ship? Did he, or not, remain in the officers' or passengers' part of the ship? Did he disappear therefrom? When did he disappear and where did he go? Was the place to which he went a place customarily used by passengers or officers? Who, if anyone, introduced McCafferty to Captain Nicolaysen; did you do it? Were you on board when he went on board? Did he, or not, go on board with you? Did you, or not, on Captain Nicolaysen objecting to bringing McCafferty, on account of quarantine, insist on his doing so? Had Petersen ordered you so to do?

Intg. 5. Did you have any conversation with McCafferty while the vessel lay off Bluefields Bluff at that time, or were you present at any conversation between him and Captain Nicolaysen and Dr. Kuehn or Dr. Pruitt in regard to his presence on board the ship? What led to that conversation? How did McCafferty come to be present at that conversation? Who brought him from the forecastle? State as fully as you can all that was said in that conversation by him and by Pruitt and by Dr. Kuehn, and each or any of them, so far as any of these said anything, and also by Captain Nicolaysen. Did, or not, Captain Nicolaysen decline to take McCafferty to Mobile, owing to quarantine restrictions, unless Dr. Pruitt would authorize him? Did, or not, Carl Brunsen urge the captain to stand by McCafferty? What, in fact occurred in this conversation; relate fully. State whether or not Carl Brunsen took any part, and what part, therein.

Intg. 11. Have you read the newspaper statement of John McCafferty printed in the Mobile Register of Aug. 26th in regard to his conferences prior to his taking ship, and what occurred aboard ship prior to her leaving the Bluffs; if so, state whether the same is not substantially true as stated in so far as it deals with matters within your knowledge? Please state, if not already stated in your previous answer, all that you know of the taking passage by McCafferty, his intention so to do, his arrangements therefor, his transaction with the Mobile board of health officers or agent, his action on ship, and his declaration thereon in regard to his motives and his methods for and of going on board of the *Nicaragua*, and what was said by Captain Nicolaysen to either of you in regard thereto. If you have not already done so,

please answer and state any other material matter or thing as if specially interrogated thereto. Do you know said John McCafferty's reputation for veracity in Bluefields? What is it? How long did he reside there? What was his general character at Bluefields?

(Intervenor objects to the third, to the last question contained in the above interrogatory, because the same is too general and affords no opportunity to cross-examine the witness as to the matter sought to be elicited.)

Intg. 15. Please state whether you are in business at Bluefields, and, if so, what firm and who are your partners in said firm, and where the office of J. A. Petersen for the transaction of steamship business is held. What post, if any, you hold in the business house and office of said firm. Who is the bookkeeper thereof? Who handles the cash? Please state, if you know, who issues passage tickets on vessels for which said firm or said J. A. Petersen receives money, and who receives and enters the cash therefor. During what hours were you, in August, 1894, in the office of the said concern? State whether you were there at the opening and closing of the said office. Did or not John McCafferty, and if so, come into the office of the said concern during the said month of August, 1894? Was or not any ticket issued out of said office for passage to John McCafferty to Mobile? Was any money ever credited to the charterers of the steamship *Nicaragua* on the books of your office for any passage, or was any such passage money ever entered into the books? Please state what person or firm attends at Bluefields to the money affairs, such as the receipt of passage money and the like, of Orr & Laubenheimer, merchants of Mobile and charterers of fruit steamer. From what office are such passage tickets issued? Who presides over said office and attends to the issuance of such tickets? Who is and who, in August, 1894, was the chief clerk, if any one, of said firm? And of said Petersen? Is Carl Brunsen such chief clerk or not? If not, what employment or place did said Brunsen hold in August, 1894?

(Intervenor objects, separately, to each of the first twelve questions contained in the above interrogatory, because each of such questions calls for irrelevant and immaterial testimony.)

Intg. 19. Do you know what character John McCafferty bore in Bluefields and what his reputation was there? How long did he live there? What is such reputation so borne by him in Bluefields? Also answer and state any other material thing not stated in your foregoing answers as if specially interrogated.

(Intervenor objects, separately, to each question, except the last, contained in the above interrogatory, because the same is too general and gives no opportunity for cross-examination in regard to the matters sought to be elicited.)

The witness testified in answer to all of the foregoing interrogatories as follows:

A. I am occupied and employed in the store and business of H. Ebensperger & Co., of Bluefields, and was so employed in August, 1894. I knew John McCafferty in Bluefields. I never saw him on the 14th August, 1894. I know nothing of his going aboard the steamship *Nicaragua*. I know nothing how he went out to the ship, in whose boat, or by what means. I never held any conversation with him as to his going on board the ship, or of any matter relating thereto. Never saw him with Captain Nicolaysen. I have nothing to do with the transactions of the steamship's business. The office of the Mobile line of steamers is in Ebensperger & Co.'s buildings. I believe Caroline Ebensperger assists in the books and acts as cashier. I am not certain who issues passage tickets on vessels for Mobile. I was in the store all day on the 14th August, 1894, at the opening and closing of the store. A person must first enter the store before going into the office. I never saw John McCafferty on that day in the office, nor during the month of August, 1894. I believe no ticket was issued from the office to McCafferty. I see no entry in the book of McCafferty's passage. Carl Brunsen is not looked upon in the position as chief clerk; he makes himself generally useful, and obeys the orders of Captain Petersen. I read the Mobile Register of August 26th. As far as I can understand, the statements are incorrect. I never saw McCafferty in conversation with Captain Petersen during the month of August, 1894. Never heard Captain Petersen speak of giving a ticket to McCafferty, nor of McCafferty intend going on board the steamship *Nicaragua* and take passage for Mobile. I know nothing of McCafferty's character or reputation. Captain Petersen is a member of the firm of H. Ebensperger & Co.

CROSS-INTERROGATORIES AND ANSWERS.

Not waiving but insisting upon his foregoing objections, intervenor propounds the following:

Intg. 1. Is it not a fact that at the time that Mr. McCafferty went on board the *Nicaragua*, or shortly thereafter, there were a number of soldiers on the wharf? Is it not a fact that McCafferty was, at the time that he left Bluefields, on bad terms

with the authorities then in power? Is it not a fact that he had been threatened at the time, or shortly thereafter, and that other American citizens had been arrested by the authorities and imprisoned, and some of them subsequently banished?

A. I don't know nothing about it; don't know anything; don't know anything about it.

Intg. 2. If you say that you saw Mr. McCafferty go on board the *Nicaragua*, then please state by means of whose boat he so boarded said vessel. Who is the owner of said boat, and who was managing it at that time? Was he put on board the *Nicaragua* by the boat in which he went out to her free of charge, or did he have to pay passage money therefor? To whom did he pay such passage money? Is it not a fact that the boat on which said McCafferty was conveyed to the *Nicaragua* was in the employ of Mr. J. A. Petersen, or his firm?

A. Don't know; never saw him; can't tell; don't know, nor never heard anything about it; don't know.

Intg. 3. If you have undertaken to state anything about a conversation which occurred between the captain of the *Nicaragua* and Carl Brunsen, on board said *Nicaragua*, then please state who was present at such conversation and what was the relative position of each party present during the entire time said conversation was going on. Please state substantially what occurred in the conversation or conversations at which you were present.

A. I was not on board.

Intg. 4. How long have you known Mr. McCafferty? Is it not a fact that he was corresponding with some newspaper published in New Orleans, Louisiana, and that his correspondence with that paper created a great deal of feeling against him at Bluefields? Is it not a fact that at that time the native Government had been overthrown by the Nicaraguans, and that the correspondence of McCafferty was hostile to the Government then in power?

A. I know Mr. McCafferty, but don't when he came and when he left. Don't know. Don't know when the Government was overthrown. I know the Government was overthrown.

Intg. 5. Name each person whom you have heard discuss the general reputation of Mr. McCafferty for veracity, prior to the time that suit was brought in this case. Also state to what party the persons whom you heard so speak of him belonged.

A. Never heard anything about his reputation.

Intg. 6. Please state what your business is, with what firm or office you are connected, and what, if any, connection you have as an agent or employee, or otherwise, with the Orr & Laubenheimer Company?

A. I have nothing to do with Orr & Laubenheimer.

Intg. 7. Is it not a fact that since suit was brought in this case, a member of the firm of the Orr & Laubenheimer Company has visited Bluefields and discussed this case with you, and told you what it was necessary that they should prove in this case? Who was such person, and when did such person visit Bluefields?

A. I don't know.

Intg. 8. How long has the Orr & Laubenheimer Company been shipping fruit from Bluefields to Mobile, Alabama, and how many vessels did that firm have engaged in that business during the period above asked about? How many passengers were transported from Bluefields to Mobile upon the vessels of said firm during said period? Who, in the several instances named, arranged for the passage money? What, if any, notice was given to the master of the vessel on each occasion that passage money had been paid?

A. In 1893, as far as I know, five vessels—*Nicaragua*, *Sunnive*, *Jeoden*, *Haugesund*, and *España*. Don't remember. Captain Petersen. I don't think Mrs. Shearer would without asking first Captain Petersen. Don't know anything about that.

Deposition of W. H. Seat, taken by A. N. Cardozo in Bluefields, Nicaragua, December 1st, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 4. State what is your name, profession, and occupation, and what is your present station, and what was it in August, 1894? Do you know John McCafferty? Did you see him aboard of the *Nicaragua* on or about August 14th, 1894, when she was laden and about to depart for Mobile? When did you first see him that day, and where? Did you carry him or have him carried, on board the ship or not? How, on what boat, and with whom did he board said steamship? What did he proceed to do immediately upon arriving aboard the ship? Who did he speak to, what did he say? Did you see him when he met Captain Nicolaysen of said steamship? Who

was present? What did he say to Captain Nicolaysen? State fully the conversation between him and Captain Nicolaysen concerning his presence aboard and what he desired. Had you, previous to his speaking to Captain Nicolaysen, or afterwards, yourself addressed Captain Nicolaysen in his behalf or in regard to him? If so, what did you say? If not, say so. At whose request did you speak to Captain Nicolaysen about McCafferty, or did you so speak? What was your business on the ship? Did you have business to carry you aboard of her? Did it relate in anywise to McCafferty's presence there? What did McCafferty do when he got aboard the ship? Did he, or not, remain in the officers' or passengers' part of the ship? Did he disappear therefrom? When did he disappear and where did he go? Was the place to which he went a place customarily used by passengers or officers? Who, if anyone, introduced McCafferty to Captain Nicolaysen, did you do it? Were you on board when he went on board? Did he, or not, go on board with you? Did you, or not, on Captain Nicolaysen objecting to bringing McCafferty, on account of quarantine, insist on his doing so? Had Petersen ordered you so to do?

Intg. 5. Did you have any conversation with McCafferty while the vessel lay off Bluefield Bluff at that time, or were you present at any conversation between him and Captain Nicolaysen and Dr. Kuehn or Dr. Pruitt in regard to his presence on board the ship? What led to that conversation? How did McCafferty come to be present at that conversation? Who brought him from the forecastle? State as fully as you can all that was said in that conversation by him and by Pruitt and by Dr. Kuehn, and each or any of them, so far as any of these said anything, and also by Captain Nicolaysen? Did or not Captain Nicolaysen decline to take McCafferty to Mobile owing to quarantine restrictions unless Dr. Pruitt would authorize him? Did or not Carl Brunsen urge the captain to stand by McCafferty? What, in fact, occurred in this conversation; relate fully? State whether or not Carl Brunsen took any part, and what part, therein.

Intg. 7. State whether or not on the 10th day of August, 1894, or about that time, in response to a message from B. B. Seat summoning him, John McCafferty, to meet you, he did meet you in the presence of J. A. Petersen and one Captain Wiltbank, and converse with you in regard to the political and military situation and acts of the Government or any other matter? If any such meeting occurred, please state whether or not said Petersen, upon the said McCafferty's agreeing or consenting to go home to the United States, said in substance or in terms as follows to McCafferty: "You may return by either one of our three steamers. The *Nicaragua* is en route to Rama and you can go aboard of her at once." Did or not said Petersen undertake to make any such offer to him? Did he or not name any steamers in any such conversation? Did he or not name the *Jaederen*, *Sunniva*, and *Nicaragua*? State whether or not in any such conversation Petersen then said that he would make all necessary arrangements for the passage home of the said McCafferty on the *Nicaragua* when she came back from Rama? What was said about such passage to Mobile by Petersen? What, if anything, was said about quarantine regulations?

Intg. 8. State fully whether or not anything was said between said McCafferty and said Petersen in regard to his coming to the United States and in regard to the vessel in which he might come, and state whether or not said Petersen in anywise undertook to advise him to violate the quarantine restrictions obtaining at port of Mobile, or to sail on any ship without authority from the quarantine agent at Bluefields? Answer fully all that was said, if anything, about quarantine regulations. State whether or not said Petersen agreed with McCafferty or contracted to obtain a permit or health certificate to enable McCafferty to go on the *Nicaragua* to Mobile.

Intg. 11. Have you read the newspaper statement of John McCafferty, printed in the Mobile Register of Aug. 26th, in regard to his conferences prior to his taking ship, and what occurred aboard ship prior to her leaving the bluffs; if so, state whether the same is not substantially true as stated in so far as it deals with matters within your knowledge? Please state, if not already stated in your previous answer, all that you know of the taking passage by McCafferty, his intention so to do, his arrangements therefor, his transaction with the Mobile board of health officers or agent, his action on ship and his declaration thereon in regard to his motives and his methods for and of going on board of the *Nicaragua*, and what was said by Captain Nicolaysen to either of you in regard thereto. If you have not already done so, please answer and state any other material matter or thing as if specially interrogated thereto. Do you know said John McCafferty's reputation for veracity in Bluefields? What is it? How long did he reside there? What was his general reputation and character at Bluefields?

(Intervenor objects to the third to the last question contained in the above interrogatory, because the same is too general, and affords no opportunity to cross-examine the witness as to the matter sought to be elicited.)

Intg. 16. Did you see the consular bill of health issued to *Nicaragua* on or about the 14th day of August, 1894, upon her clearance for Mobile? Did you have anything to do with the said consular bill of health, either in making them out or handling? Please state whether or not upon the said consular bill of health there was any memorandum concerning passage upon said vessel, and if so, what passenger and how many passengers were named upon said consular bill of health. What was the total amount of persons on board claimed to be? If you made out said bill of health, from whom did you obtain the information that there was to be no passengers upon the *Nicaragua;* answer fully? What connection, if any, have you with the United States consulate, and what had you had that day?

(Intervenor objects, separately, to each question contained in the above interrogatory, because each of such questions calls for irrelevant and immaterial testimony, and because it calls for hearsay evidence.)

Intg. 19. Do you know what character John McCafferty bore in Bluefields, and what his reputation was there? How long did he live there? What is such reputation so borne by him in Bluefields? Also answer and state any other material thing not stated in your foregoing answers as if specially interrogated.

(Intervenor objects, separately, to each question, except the last, contained in the above interrogatory, because the same is too general, and gives no opportunity for cross-examination in regard to the matters sought to be elicited.)

The witness testified in answer to all of the foregoing interrogatories as follows:

A. I am occupied in the United States consular agency's office in Bluefields, and was so in August, 1894. I am acquainted with John McCafferty. I saw him on board the steamship *Nicaragua* on or about the 14th August, 1894, when she was about to depart from the Bluefields Bluff with clearance for Mobile. I saw him at the wharf of Ebensperger & Co. before I did on board. I did not carry him or have him carried on board. As I remember, Brown & Harris' sailboat, called *Alle B*, with the crew, Dr. Kuehn, Dr. Lerch, John McCafferty, and myself. I do not know what he proceeded to do immediately on arriving on the ship, and do not know who he spoke to on arriving on the ship. I don't remember whether I saw him when he met Captain Nicolaysen. I never had at any time advised Captain Nicolaysen in McCafferty's behalf, or in regard to him. My business on board the ship was to take out the consular bill of health. I saw McCafferty in the officers' part of the ship. I don't know if he disappeared or where he went. I don't know who introduced McCafferty. I believe Dr. Kuehn did so. I did not. I believe I was on board when he went on board. I did not see McCafferty go on board the ship at the same time I did. I did not say anything to Captain Nicolaysen in regard to McCafferty. Captain Petersen never ordered me to do so. I saw the consular bill of health issued to steamship *Nicaragua* on the 14th August, 1894. I filled out the form of the bill of health for the steamship *Nicaragua* on the 14th August, 1894. The blank space for passengers on the bill of health was marked "None." Fourteen named on bill of health as "total number of persons on board." I obtained the information that there were to be no passengers on the steamship *Nicaragua* on the 14th August, 1894, from Captain Petersen. I can't say that he was sent in the boat. I don't remember seeing McCafferty in conversation with Captain Petersen. I don't remember McCafferty telling me who sent him on board. I went down in the cabin with Dr. Pruitt, or about the same time. I never conversed with McCafferty about his going to Mobile, but I understood he would try to go with the *Nicaragua* to Mobile. I do not know if he had or not a passage ticket. When I saw him on board the *Nicaragua* I was under the impression he was trying to go with the ship to Mobile. I do not know, of my own knowledge, if it is necessary for passengers to obtain a certificate or permit first to allow them to land at Mobile during the summer months. I believe it is required to have a permit during the summer months, and I understand these permits are to be obtained from the board of health. I do not remember reading the Mobile Register of the 26th August, 1894. I personally know nothing of McCafferty's character or reputation at Bluefields, except he is a great talker. Don't know how long he lived at Bluefields. Captain Petersen was on the wharf when the boat we were in left for the *Nicaragua*. Captain Petersen said to John McCafferty when we were just moving off, "Don't you wish you were a bunch of bananas?" or words to that effect. John McCafferty asked me to see that the steward took charge of his baggage, or words to that effect. Dr. Pruitt, while at Bluefields, countersigned the consular bill of health to Mobile, and countersigned the bill of health I took to the *Nicaragua* on the 14th of August, 1894. Dr. Lerch, who went out to the *Nicaragua* with us, as I understood, wished to go with the *Nicaragua* to Mobile, but he returned ashore. The first thing I did when I got on board the *Nicaragua* was to hand him (Dr. Pruitt) the consular bill of health. John McCafferty made some statement while in the cabin of the *Nicaragua*, and in my presence.

I believe it was a denial of his being a stowaway. I was on deck at one time when Dr. Pruitt came up and asked me if there was not another man came out in the boat with me, or words to that effect. I don't remember answering Dr. Pruitt, for just about that time some one spoke up and said that he thought he gone back in the other boat, or had gone back in the other boat.

CROSS-INTERROGATORIES AND ANSWERS.

Not waiving but insisting upon his foregoing objections, intervenor propounds the following:

Intg. 1. Is it not a fact that at the time that Mr. McCafferty went on board the *Nicaragua*, or shortly thereafter, there were a number of soldiers on the wharf? Is it not a fact that McCafferty was, at the time that he left Bluefields, on bad terms with the authorities then in power? Is it not a fact that he had been threatened at that time, or shortly thereafter, and that other American citizens had been arrested by the authorities and imprisoned, and some of them subsequently banished?

A. I was not on the wharf at the bluff. I believe there were some soldiers stationed at the warehouse near the wharf, and soldiers might have been on the wharf. I don't know on what terms McCafferty was with the authorities. I don't know if he had been threatened. I don't know any other American citizens had been arrested, but thereafter, on or about the 16th of August, two Americans were arrested and imprisoned.

Intg. 2. If you say that you saw Mr. McCafferty go on board the *Nicaragua*, then please state by means of whose boat he so boarded said vessel. Who is the owner of said boat, and who was managing it at that time? Was he put on board the *Nicaragua* by the boat in which he went out to her, free of charge, or did he have to pay passage money therefor? To whom did he pay such passage money? Is it not a fact that the boat on which said McCafferty was conveyed to the *Nicaragua* was in the employ of Mr. J. A. Petersen, or his firm?

A. As I remember, Brown & Harris' sail boat called "Alle B." I believe Brown and Harris are the owners of the boat. I don't know who was managing it at that time. I don't know if Mr. McCafferty paid his passage out or not. I can't say that the boat was in J. A. Petersen's employ.

Intg. 3. If you have undertaken to state anything about a conversation which occurred between the captain of the *Nicaragua* and Carl Brunsen on board said *Nicaragua*, then please state who was present at such conversation, and what was the relative position of each party present during the entire time said conversation was going on. Please state substantially what occurred in the conversation, or conversations, at which you were present.

A. I do not undertake to state any conversation between the captain of the *Nicaragua* and Carl Brunsen. I can't state substantially. I don't remember.

Intg. 4. How long have you known Mr. McCafferty? Is it not a fact that he was corresponding with some newspaper published in New Orleans, Louisiana, and that his correspondence with that paper created a great deal of feeling against him at Bluefields? Is it not a fact that at that time the native government had been overthrown by the Nicaraguans, and that the correspondence of McCafferty was hostile to the government then in power?

A. I can't say how long I have known Mr. McCafferty—a year or more. I believe he was corresponding with some paper at New Orleans. I don't know that his correspondence created a great deal of ill feeling against him in Bluefields. The Nicaraguans were in charge at that time. I don't remember what Mr. McCafferty's correspondence consisted of.

Intg. 5. Name each person whom you have heard discuss the general reputation of Mr. McCafferty for veracity prior to the time that suit was brought in this case. Also state to what party the persons whom you heard so speak of him belong.

A. Can't name any people that I have heard discussing the reputation of Mr. McCafferty for veracity. I don't know anything about that.

Intg. 6. Please state what your business is, with what firm or office you are connected, and what, if any, connection you have, as an agent or employee or otherwise, with the Orr & Laubenheimer Company.

A. I am occupied in the U. S. consular agency at Bluefields. No connection with the firm of Orr & Laubenheimer.

Intg. 7. Is it not a fact that since suit was brought in this case a member of the firm of the Orr & Laubenheimer Company has visited Bluefields and discussed this case with you, and told you what it was necessary that they should prove in this case? Who was such person, and when did such person visit Bluefields?

A. No one of the firm of Orr & Laubenheimer has discussed this case with me.

Intg. 8. If you say that you made out the bill of health issued to the *Nicaragua* on or about the 14th day of August, 1894, then please state at what time of day and on what day it was that you so made out said bill of health.

A. I have stated that I filled out the form of the bill of health either on the 13th or on the morning of the 14th of August, 1894, before starting to the bluff.

Deposition of J. A. Petersen, taken by A. N. Cardoza, in Bluefields, Nicaragua, December 4th, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 4. State what is your name, profession, and occupation, and what is your present station, and what was it in August, 1894? Do you know John McCafferty? Did you see him aboard of the *Nicaragua* on or about August 14th, 1894, when she was laden and about to depart for Mobile? When did you first see him that day, and where? Did you carry him, or have him carried, on board the ship or not? How, on what boat, and with whom did he board said steamship? What did he proceed to do immediately upon arriving aboard the ship? Who did he speak to—what did he say? Did you see him when he met Captain Nicolaysen of said steamship? Who was present? What did he say to Captain Nicolaysen? State fully the conversation between him and Captain Nicolaysen concerning his presence aboard and what he desired. Had you, previous to his speaking to Captain Nicolaysen, or afterwards, yourself addressed Capt. Nicolaysen in his behalf or in regard to him? If so, what did you say? If not, say so. At whose request did you speak to Captain Nicolaysen about McCafferty, or did you so speak? What was your business on the ship? Did you have business to carry you aboard of her? Did it relate in anywise to McCafferty's presence there? What did McCafferty do when he got aboard the ship? Did he, or not, remain in the officers' or passengers' part of the ship? Did he disappear therefrom? When did he disappear and where did he go? Was the place to which he went a place customarily used by passengers or officers? Who, if anyone, introduced McCafferty to Captain Nicolaysen—did you do it? Were you on board when he went on board? Did he, or not, go on board with you? Did you, or not, on Captain Nicolaysen objecting to bringing McCafferty, on account of quarantine, insist on his doing so? Had Petersen ordered you so to do?

A. 1. I am a merchant in Bluefields, and was in August, 1894. 2. I know John McCafferty. Saw him once or twice. 3. Did not see him on board; I was not there. 4. I saw him outside Brown & Harris' office, as far as I can remember. 5. Never carried him; he never asked me. 6. I believe he went out in Brown & Harris' boat with Dr. Kuehn and two or three others. 7. Don't know. 8. Don't know. 9. Did not see him. 10. Can't tell. 11. Don't know. 12. Did not hear any conversation; was not there. 13. Never spoke. 14. Said nothing. 15. I never spoke anything about McCafferty to Nicolaysen. 16. I was not on the ship. 17. Was not on board. 18. No. 20. Don't know. 21. Don't know. 22. Don't know. 23. Can't tell. 24. Was not there. 25. Could not tell; was not there. 26. I was not there. 27. No. 28. No; I never recommended McCafferty to go on the *Nicaragua*, as he had no permit from the board of health at Mobile.

Intg. 5. Did you have any conversation with McCafferty while the vessel lay off Bluefields Bluff at that time, or were you present at any conversation between him and Captain Nicolaysen and Dr. Kuehn or Dr. Pruitt in regard to his presence on board the ship? What led to that conversation? How did McCafferty come to be present at that conversation? Who brought him from the forecastle? State, as fully as you can, all that was said in that conversation by him and by Pruitt and by Dr. Kuehn, and each or any of them, so far as any of these said anything, and also by Captain Nicolaysen. Did or not Captain Nicolaysen decline to take McCafferty to Mobile, owing to quarantine restrictions, unless Dr. Pruitt would authorize him? Did or not Carl Brunsen urge the captain to stand by McCafferty? What, in fact, occurred in this conversation? Relate fully. State whether or not Carl Brunsen took any part, and what part, therein.

A. 1. None at all. 2. Had no conversation. 3. There was none. I was not there. 4. Can't tell. 5. Was not there. 6. Was not there. 7. Don't know. He had no authority to do so from me. 8. Don't know. 9. Don't know.

Intg. 7. State whether or not on the 10th day of August, 1894, or about that time, in response to a message from B. B. Seat summoning him, John McCafferty, to meet you, he did meet you in the presence of J. A. Petersen and one Captain Wiltbank, and converse with you in regard to the political and military situation and acts of the Government or any other matter. If any such meeting occurred, please state whether or not said Petersen, upon the said McCafferty's agreeing or consenting to

go home to the United States, said in substance or in terms as follows to McCafferty: "You may return by either one of our three steamers. The *Nicaragua* is en route to Rama and you can go aboard of her at once." Did or not said Petersen undertake to make any such offer to him? Did he or not name any steamers in any such conversation? Did he or not name the *Jaederen*, *Sunniva*, and *Nicaragua?* State whether or not in any such conversation Petersen then said that he would make all necessary arrangements for the passage home of the said McCafferty on the *Nicaragua* when she came back from Rama. What was said about such passage to Mobile by Petersen? What, if anything, was said about quarantine regulations?

A. 1. First part of the month; don't know what date. 2. We were talking about the political affairs of Bluefields. 3. It was said that anyone wanting to go to Mobile must get a permit from the board of health through Dr. Pruitt.

Intg. 8. State fully whether or not anything was said between said McCafferty and said Petersen in regard to his coming to the United States and in regard to the vessel in which he might come, and state whether or not said Petersen in anywise undertook to advise him to violate the quarantine restrictions obtaining at port of Mobile, or to sail on any ship without authority from the quarantine agent at Bluefields. Answer fully all that was said, if anything, about quarantine regulations. State whether or not said Petersen agreed with McCafferty or contracted to obtain a permit or health certificate to enable McCafferty to go on the *Nicaragua* to Mobile.

A. It is necessary for any passenger going to Mobile or any southern port from Bluefields to have a special permit from the board of health to the place he is going, and such a permit is always obtained by writing to the board of health and have the application signed by the quarantine doctor in Bluefields, and every master of ships in our employ is not to carry any passenger without such permit; that instruction is given to the master at Mobile and at Bluefields from their agents; that no passenger ever got a ticket from our office; first producing a certificate from the board of health at Mobile; if he has his permit, the permit and ticket for his passage are sent to the captain of the ship which he has a ticket for.

Intg. 9. Were or not quarantine certificates or licenses required during the spring and summer months of 1894 by masters of vessels and passengers bound to Mobile; and if yea, what are these certificates, by whom given, who, if any person, in the summer of 1894 was the person to issue such certificates or authority to such vessels? Did said Petersen at said meeting of tenth of August offer money to the said McCafferty, and did McCafferty decline the same and express his astonishment and declare that he had never asked the people of Bluefields for any money, nor received any from them? Did, or not, said Petersen repeat his offer of said money? State whether or not said McCafferty paid any passage money to Petersen for passage on said ship, and how much he paid; when and where and in whose presence he paid any such. If he paid any such passage money to said Petersen, did Petersen guarantee passage to him without regard to whether he could get authority from the health officer from Mobile or not? What was the understanding in regard to this if he paid any passage money or if he did not pay passage money? Did said Petersen, on the 14th day of August, in accordance with any arrangements between him and said McCafferty for passage on said steamship *Nicaragua* to Mobile, or not, send said McCafferty out to the said steamship *Nicaragua?* Did or did not said Petersen send out a boat? Was or not McCafferty in it? If he was not, why was he not? Did he or not seek passage in her? Did you accompany McCafferty to the *Nicaragua?* If yea, by whose orders? State whether Petersen gave Brunsen any; if so, what orders relating to said McCafferty?

(Intervenor objects to the first question propounded in the 9th interrogatory because the same calls for secondary evidence.)

Intg. 10. State fully all that occurred in your hearing at any time between McCafferty and Petersen, or between McCafferty and Nicolaysen, in regard to the passage of McCafferty. Do you know of any payment of McCafferty as passage money; and if so, to whom? Did you know of his design to go on the said vessel prior to his going aboard of her? Did you not know he designed violating quarantine regulations at Mobile?

A. 2. I am the only one to receive it. McCafferty never offered to pay; never had anything from me or permission. 3. No.

Intg. 11. Have you read the newspaper statement of John McCafferty printed in the Mobile Register of Aug. 26th in regard to his conferences prior to his taking ship, and what occurred aboard ship prior to her leaving the Bluffs? If so, state whether the same is not substantially true as stated, in so far as it deals with matters within your knowledge. Please state, if not already stated in your previous answer, all that you know of the taking passage by McCafferty, his intention so to do, his arrangements therefor, his transaction with the Mobile board of health officers or

agent, his action on ship and his declaration thereon in regard to his motives and his methods for and of going on board of the *Nicaragua*, and what was said by Captain Nicolaysen to either of you in regard thereto. If you have not already done so, please answer and state any other material matter or thing as if specially interrogated thereto. Do you know said John McCafferty's reputation for veracity in Bluefields? What is it? How long did he reside there? What was his general reputation and character at Bluefields?

(Intervenor objects to the third, to the last question contained in the above interrogatory, because the same is too general and affords no opportunity to cross examine the witness as to the matter sought to be elicited.)

A. 1. I read some of it, but did not pay any attention to it, for the biggest portion of it were lies and slander. 2. Don't know anything transpired on the ship; was not there. 3. I don't think his word to be taken. His business out here was to excite people and to have revolutionist meetings. 4. Can't tell; don't know exactly. 5. A hard case.

Intg. 12. On what day did the *Nicaragua* arrive at or off Bluefields in August last? On what day did Capt. Nicolaysen go ashore at Bluefields, if at all? If he came ashore, did he make any announcement or statement, and if so, where and when and in whose presence, to the effect that he had a permit or permission from any authority, and if so, what authority, to take passengers from Bluefields to Mobile, and what passenger and what, if anything, did he say was the limit of such authority or permit, or permission, and by whom granted? Who was present at any such statement by said Nicolaysen? Were you present, or not, and who else? State whether or not you had on the said day, or any other date thereafter, and what day, any conversation with said Capt. Nicolaysen wherein the said Captain Nicolaysen said anything concerning any person or persons taking passage upou his vessel to Mobile; if so, state fully what said Nicolaysen said in such conversation, and what Nicolaysen said upon the subject. What answer was made by you about any permit by any health authority for any such passenger or passengers, and if so, what did you say in regard thereto?

A. 1. Don't remember. 2. He was ashore after the arrival of the ship; came ashore with me in a steam launch. 3. Captain Nicolaysen told me at the same time he came ashore at my house that he had a special permit to carry passengers to Mobile on account of the revolution in Bluefields, and to anybody whose lives were in danger. But I took no stock in it, for I did not believe it, as the agents of the ships would have been notified. I read the quarantine regulations of Mobile, and was well acquainted with it. 4. I don't believe there was anyone but Dr. Knight heard on the street. 5. I was present in the house. 6. I heard no conversation in taking anybody, except to ship a man as doctor from Bluefields to Mobile; that man's name I don't remember. I knew it could not be done, as Dr. Pruitt would not submit to it. I asked the consul to make out the papers for the usual ship's company, no passengers. 7. There was no one asked me for passage on that trip of the *Nicaragua* or paid for a passage.

Intg. 13. Did Captain Nicolaysen in or about your office, or the office of the firm in which you are a partner, or elsewhere, and where, on or about the ninth day of August last, say anything in relation to the treatment of him by Orr & Laubenheimer, or about their chartering of vessels; and if so, what did he say? State whether or not he, in your presence or any other time and place, and if so, when, complained of the said Orr & Laubenheimer in any way, and how in regard to their failure to recharter his said vessel, and whether or not he made any threats; and if so, what such complaints and threats were. If you have not already done so, state what occurred between you and McCafferty in the consulate office on or about the 7th of August, in relation to his getting passage on one of steamships of Orr & Laubenheimer, and whether any conditions were annexed thereto; and if so, what conditions.

(Intervenor objects to the first question in the above interrogatory, and separately to the 2nd question in said interrogatory, and alleges separately the grounds of objection to each of said questions, that the same call for irrelevant and immaterial testimony.)

A. 1. Captain Nicolaysen said in my office that he was treated shamefully by Orr & Laubenheimer by chartering the *Espana* and *Sunniva*, but he will get square with them. 2. The only place outside that was on the Bluefields bar, his last trip. He anchored outside, and said he would not come this time without a pilot if he was to stay there a month. He said he could come in as well as not, for he intended to get even with them. 3. McCafferty asked me if there was any way for him to get to the States. I told him it was, for we had four ships running, and he could get passage on either of them, provided he would get the permit from the board of health at Mobile; that it was very easy to get a permit from the board at Mobile through Dr. Pruitt. And I told him we had one or two ships at that time in port, and he could write by any one of them.

Intg. 14. State whether or not after the said 7th day of August, and before John McCafferty left Bluefields, any meeting occurred between you and the said McCafferty, in which he made any statement to you about what Nicolaysen had promised in regard to taking said McCafferty and another, and what person, if any, on the *Nicaragua* to Mobile on that voyage, and when and where was this, and who was the other person mentioned, if any. What conversation then ensued between you and the said McCafferty? State fully what was said, if anything, of health regulations. State whether any conversation took place at any time between you and the said McCafferty, and when, in regard to the use of your boat by said McCafferty in getting to the said *Nicaragua*. State whether or not he went in your boat, and if not, what boat he went out to the said ship, and if he declined to go in your boat, what he said in regard to what boat he would go in and what did he do? What answer did you make to any statement in regard to hiring and getting another boat? Who was upon the boat which Mr. McCafferty went out to the said steamer on or about the 14th day of August, and about what day was this? State whether or not you shook hands with the said McCafferty when he left the wharf. State whether or not you have ever, and how often, if any, sold tickets or received passage money from any person whomsoever, during the quarantine season, irrespective of permit from health authorities to travel on vessels, and what health authority.

(Intervenor objects to the first question contained in the above interrogatory, because it calls for irrelevant, immaterial, and hearsay testimony, and because no proper predicate was laid in said question upon the examination of John McCafferty.

Intervenor objects to the second question in said above interrogatory, and separately to the third and fourth questions in said interrogatory, and urges separately, as grounds of objection to each of the said questions, the several grounds of objections hareinabove last stated.

Intervenor objects to so much of the said above interrogatory as asks "State whether or not you have ever, and how often, if any, sold tickets, or received passage money from any person whomsoever, during the quarantine season, irrespective of a permit from the health authority to travel on vessels, and what health authority?" because said question calls for irrelevant and immaterial testimony.)

A. 1. There was no passage about McCafferty. I never spoke to him from that day we met at the consul's office about any passage or anything, except the day he left from my wharf to go to the bluff with Dr. Kuehn and others in Brown & Harris's boat. I did not know what his object was. I thought he would go out to Dr. Pruitt and arrange for the permit from the board of health. It is the custom in Bluefields for people to go out to the bluff and visit the ships without any suspicion, and on account of being in company with Dr. Kuehn, the port physician, and other of his friends, I did not think nothing strange of it, as I did not see any baggage or luggage in the boat. 2. I don't think any, except he wanted to go on board the *Nicaragua* in my boat. I refused on account of his principle. 3. None. 4. None. 5. Mentioned no name, no boat. I saw him go out in Brown & Harris's boat. It was no suspicion, on account Brown & Harris loaded the *Nicaragua* that time, and the boat had to go out to bring the laborers ashore, and my boat went out with the ship's papers. 4. None. 5. William Seat and Dr. Kuehn, the port physician, were on the boat. 6. No. 7. Never a ticket sold without first producing a permit from the board of health of Mobile, and Dr. Pruitt always advised me of passengers to go, as sometimes the permit would come to him, and in that case passengers having no permit in their possession, and are assured Dr. Pruitt has it at Rama. The passengers will go on board and get their ticket on board, provided that Dr. Pruitt has the permit, as Dr. Pruitt's station is at Rama and comes down on the ship to Bluefields to clear her.

Intg. 15. Please state whether you are in business at Bluefields; and if so, what firm and who are your partners in said firm, and where the office of J. A. Petersen for the transaction of steamship business is held. What post, if any, you hold in the business house and office of said firm? Who is the bookkeeper thereof? Who handles the cash? Please state, if you know, who issues passage tickets on vessels for which said firm or said J. A. Petersen receives money, and who receives and enters the cash therefor. During what hours were you, in August, 1894, in the office of the said concern? State whether you were there at the opening and closing of the said office. Did or not John McCafferty; and if so, come into the office of the said concern during the said month of August, 1894? Was or not any ticket issued out of said office for passage to John McCafferty to Mobile? Was any money ever credited to the charterers of the steamship *Nicaragua* on the books of your office for any passage, or was any such passage money ever entered into the books? Please state what person or firm attends at Bluefields to the money affairs, such as the receipt of passage money and the like, of Orr & Laubenheimer, merchants of Mobile and char-

terers of fruit steamer? From what office are such passage tickets issued? Who presides over said office and attends to the issuance of such tickets? Who is, and who, in August, 1894, was, the chief clerk, if any one, of said firm? And of said Petersen? Is Carl Brunsen such chief clerk or not? If not, what employment or place did said Brunsen hold in August, 1894?

(Intervenor objects separately to each of the first twelve questions contained in the above interrogatory, because each of such questions calls for irrelevant and immaterial testimony.)

A. 1. My partner is Herman Ebensperger. My office is on the right-hand side entering the store. It is necessary to come in the store before entering the office. In that same office where we transact all the business of the steamship line in Bluefields. 2. Partner and agent for the Mobile ship and for Orr & Laubenheimer. 3. Miss Caroline Ebensperger. 4. She does and has done for the last twelve months. 5. The bookkeeper issues tickets when I order to do so; without my order none given. 6. There every day from seven to seven, without some business calls me out. 7. I was there from seven to seven, and all the transactions enter up in the books, and always check up every evening. On account of political matter I stayed in town all the time that month. 8. No; he was not there. 9. No. 10. None paid by John McCafferty or anybody else, and no passage money entered on the books. 11. From Ebensperger & Co. 12. I do. J. A. Peterson or the bookkeeper with my instructions, as I generally attend to all the shipping business. 13. Got no chief clerk, as my clerks are all on the same footing. 14. Carl Brunsen is not chief clerk. His salary is $30 per month, and he goes whenever he is sent and does the business he is told to do. He is considered the boy in the business, as he is only been in this country four years.

Intg. 19. Do you know what character John McCafferty bore in Bluefields, and what his reputation was there? How long did he live there? What is such reputation so borne by him in Bluefields? Also answer and state any other material thing not stated in your foregoing answers as if specially interrogated.

(Intervenor objects separately to each question, except the last, contained in the above interrogatory, because the same is too general, and gives no opportunity for cross-examination in regard to the matters sought to be elicited.)

A. 1. As I stated before, he was a hard case and his reputation bad. 2. Don't know; don't remember. 3. On account of being a big talker; a big blower. Samuel Spellman will be going to Mobile in a couple of days, and he will prove that John McCafferty asked him for a pass on one of his ships about two days before he left on the *Nicaragua* for a passage to Boston, as John McCafferty told Spellman he could not get any passage to Mobile or New Orleans on account of the quarantine, and that will prove that John McCafferty is a liar.

CROSS-INTERROGATORIES AND ANSWERS.

Not waiving, but insisting upon his foregoing objections, intervenor propounds the following:

Intg. 1. Is it not a fact that at the time that Mr. McCafferty went on board the *Nicaragua*, or shortly thereafter, there were a number of soldiers on the wharf? Is it not a fact that McCafferty was, at the time that he left Bluefields, on bad terms with the authorities then in power? Is it not a fact that he had been threatened at that time, or shortly thereafter, and that other American citizens had been arrested by the authorities, and imprisoned, and some of them subsequently banished?

A. 1. Yes; plenty of soldiers at the bluff. 2. He was not popular by any means. 3. There were several Americans in dread, and McCafferty claimed his life was in danger.

Intg. 2. If you say that you saw Mr. McCafferty go on board the *Nicaragua*, then please state by means of whose boat he so boarded said vessel. Who is the owner of said boat, and who was managing it at that time? Was he put on board the *Nicaragua* by the boat in which he went out to her free of charge, or did he have to pay passage money therefor? To whom did he pay such passage money? Is it not a fact that the boat on which said McCafferty was conveyed to the *Nicaragua* was in the employ of Mr. J. A. Petersen or his firm?

A. 1. Brown & Harris' boat, as they had to go out to bring ashore the laborers. 2. Brown & Harris and their captain managed it. 3. Don't know. 4. Don't know if he paid or not. 5. No. Was in the employ of Brown & Harris to take their laborers. As we did not board the ship that time. As the *Nicaragua* was loaded by Brown & Harris men and stevedores.

Intg. 3. If you have undertaken to state anything about a conversation which occurred between the captain of the *Nicaragua* and Carl Brunsen on board said

Nicaragua, then please state who was present at such conversation and what was the relative position of each party present during the entire time said conversation was going on. Please state substantially what occurred in the conversation or conversations at which you were present.

A. 1. Don't know anything. 2. I was not present.

Intg. 4. How long have you known Mr. McCafferty? Is it not a fact that he was corresponding with some newspaper published in New Orleans, Louisiana, and that his correspondence with that paper created a great deal of feeling against him at Bluefields? Is is not a fact that at that time the native government had been overthrown by the Nicaraguans, and that the correspondence of McCafferty was hostile to the government then in power?

A. 1. I saw him once or twice. 2. I saw pieces in the New Orleans Picayune with his name signed to it, I believe, which created some excitement. 3. Yes; that's a fact.

Intg. 5. Name each person whom you have heard discuss the general reputation of Mr. McCafferty for veracity prior to the time that suit was brought in this case; also state to what party the persons whom you heard so speak of him belonged.

A. General sentiment of the public.

Intg. 6. Please state what your business is; with what firm or office you are connected, and what, if any, connection you have as an agent or employee or otherwise with the Orr & Laubenheimer Company.

A. Partner of H. Ebensperger & Co. and agent for Orr & Laubenheimer and agents for their ships.

Intg. 7. Is it not a fact that since suit was brought in this case a member of the firm of the Orr & Laubenheimer Company has visited Bluefields and discussed this case with you and told you what it was necessary that they should prove in this case? Who was such person, and when did such person visit Bluefields?

A. 1. No; none been at Bluefields for that purpose—to give any instruction. 2. None been for that purpose.

Intg. 8. If you have testified that quarantine certificates or licenses were required during the spring and summer of 1894 by the masters of vessels bound to Mobile, were they not regulated by the quarantine laws of the United States? Is it not a fact that there was no quarantine regulations in Bluefields requiring such certificates for passengers or vessels about to depart for Mobile?

A. In 1894 was the first year in my recollection that special permits were granted from the Mobile board of health, and every passenger going to Mobile had to have one or could not go nor could not get a ticket.

Intg. 9. How long has the Orr & Laubenheimer Company been shipping fruit from Bluefields to Mobile, Alabama, and how many vessels did that firm have engaged in that business during the period above asked about? How many passengers were transported from Bluefields to Mobile upon the vessels of said firm during said period? Who, in the several instances named, arranged for the passage money? What, if any, notice was given to the master of the vessel on each occasion that passage money had been paid?

A. 1. About two years they have been in that business, and had four ships at that time, *Nicaragua*, *Sunnevier*, *Espanea*, and *Iedeni*. 2. Don't remember good many. 3. I did every time, or the bookkeeper with my instructions. 4. In the quarantine time special permit from the board of health of Mobile, and the ticket was sent to the captain of each ship in which the passenger was to go. In the time when there was no quarantine only the ticket was sent to show the captain a person's passage was paid, and in time of no quarantine lots of people went without a ticket who had permission to go from the head office at Rama and the Mobile quarantine doctor at Bluefields. It was his business to see that no passenger went without a special permit during quarantine time.

Deposition of Caroline Ebensperger, taken by A. N. Cardoza in Bluefields, Nicaragua, December 4th, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 4. State what is your name, profession, and occupation, and what is your present station, and what was it in August, 1894? Do you know John McCafferty? Did you see him aboard of the *Nicaragua* on or about August 14th, 1894, when she was laden and about to depart for Mobile? When did you first see him that day, and where? Did you carry him or have him carried on board the ship or not? How, on what boat, and with whom did he board said steamship? What did he proceed to do immediately upon arriving aboard the ship? Who did he speak to? What did

he say? Did you see him when he met Captain Nicolaysen, of said steamship? Who was present? What did he say to Captain Nicolaysen? State fully the conversation between him and Captain Nicolaysen concerning his presence aboard and what he desired. Had you, previous to his speaking to Captain Nicolaysen or afterwards, yourself addressed Captain Nicolaysen in his behalf or in regard to him? If so, what did you say? If not, say so. At whose request did you speak to Captain Nicolaysen about McCafferty, or did you so speak? What was your business on the ship? Did you have business to carry you aboard of her? Did it relate in anywise to McCafferty's presence there? What did McCafferty do when he got aboard the ship? Did he or not remain in the officers' or passengers' part of the ship? Did he disappear therefrom? When did he disappear and where did he go? Was the place to which he went a place customarily used by passengers or officers? Who, if anyone, introduced McCafferty to Captain Nicolaysen? Did you do it? Were you on board when he went on board? Did he or not go on board with you? Did you or not, on Captain Nicolaysen objecting to bringing McCafferty on account of quarantine insist on his doing so? Had Petersen ordered you to do so?

A. 1. I am bookkeeper and cashier and was the same. 2. Yes. 3. No. 4. Never. 5. No. 6. I don't know. 7. I don't know. 8. I don't know. 9. No. 10. I don't know. 11. I don't know. 12. I don't know. 13. I don't know anything about this. 14. Nothing. 15. Said so. 16. I never spoke to Captain Nicolaysen about McCafferty. 17. Never was on the ship. 18. No. 19. No. 20. I don't know. 21. I don't know. 22. I don't know anything. 23. I don't know. 24. I don't know. 25 No. 26. No. 27. No. 28. I don't know anything about it. 29. No.

Intg. 5. Did you have any conversation with McCafferty while the vessel lay off Bluefields bluff at that time, or were you present at any conversation between him and Captain Nicolaysen and Dr. Kuehn or Dr. Pruitt in regard to his presence on board the ship? What led to that conversation? How did McCafferty come to be present at that conversation? Who brought him from the forecastle? State as fully as you can all that was said in that conversation by him and by Pruitt and by Dr. Kuehn, and each or any of them, so far as any of these said anything, and also by Captain Nicolaysen? Did or not Captain Nicolaysen decline to take McCafferty to Mobile owing to quarantine restrictions unless Dr. Pruitt would authorize him? Did or not Carl Brunsen urge the captain to stand by McCafferty? What, in fact, occurred in this conversation? Relate fully. State whether or not Carl Brunsen took any part, and what part, therein.

A. 1. No. 2. I never was there. 3. Don't know anything in any way of the ships.

Intg. 11. Have you read the newspaper statement of John McCafferty printed in the Mobile Register of Aug. 26th in regard to his conferences prior to his taking ship and what occurred aboard ship prior to her leaving the bluffs. If so, state whether the same is not substantially true as stated, in so far as it deals with matters within your knowledge? Please state, if not already stated in your previous answer, all that you know of the taking passage by McCafferty, his intention so to do, his arrangements therefor, his transaction with the Mobile board of health officers or agent, his action on ship and his declaration thereon in regard to his motives, and his methods for and of going on board of the *Nicaragua*, and what was said by Captain Nicolaysen to either of you in regard thereto. If you have not already done so, please answer and state any other material matter or thing as if specially interrogated thereto. Do you know said John McCafferty's reputation for veracity in Bluefields? What is it? How long did he reside there? What was his general reputation and character at Bluefields?

(Intervenor objects to the third, to the last question contained in the above interrogatory, because the same is too general, and affords no opportunity to cross-examine the witness as to the matter sought to be elicted.)

A. 1. No. 2. Know nothing about it. 3 and 4. Don't know anything about this. 5. Don't know. 6. I don't know.

Intg. 15. Please state whether you are in business at Bluefields, and if so, what firm, and who are your partners in said firm, and where the office of J. A. Petersen for the transaction of steamship business is held. What post, if any, you hold in the business house and office of said firm? Who is the bookkeeper thereof? Who handles the cash? Please state, if you know, who issues passage tickets on vessels for which said firm or said J. A. Petersen receives money, and who receives and enters the cash therefor. During what hours were you, in August, 1894, in the office of the said concern? State whether you were there at the opening and closing of the said office. Did or not John McCafferty, and if so, come into the office of the said concern during the said month of August, 1894? Was or not any ticket issued out of said office for passage to John McCafferty to Mobile? Was any money ever credited to the charterers of the steamship *Nicaragua* on the books of your office for any passage, or was

any such passage money ever entered into the books? Please state what person or firm attends at Bluefields to the money affairs, such as the receipt of passage money and the like, of Orr & Laubenheimer, merchants of Mobile and charterers of fruit steamer. From what office are such passage tickets issued? Who presides over said office and attends to the issuance of such tickets? Who is, and who, in August, 1894, was the chief clerk, if any one, of such firm? And of said Petersen? Is Carl Brunsen such chief clerk or not? If not, what employment or place did said Brunsen hold in August, 1894?

(Intervenor objects separately to each of the first twelve questions contained in the above interrogatory, because each of such questions calls for irrelevant and immaterial testimony.)

A. 1. I am only the bookkeeper and cashier. 2. Already stated. 3. I am. 4. I. 5. I. 6. From the morning, 7 o'clock, until the store is shut up every day. 7. Yes. 8. Never was in this office in the month of August. 9. No. 10. In the month of August, never. 11. From this office. 12. Captain Petersen. 13. We have no chief clerk. 14. He is no chief clerk. 15. He is simply a clerk.

Intg. 19. Do you know what character John McCafferty bore in Bluefields, and what his reputation was there? How long did he live there? What is such reputation so borne by him in Bluefields? Also answer and state any other material thing not stated in your foregoing answers as if specially interrogated.

(Intervenor objects separately to each question except the last contained in the above interrogatory, because the same is too general, and gives no opportunity for cross-examination in regard to the matters sought to be elicited.)

A. 1. No; I don't. 2. Don't know. 3. I don't know. 4. I don't know.

CROSS-INTERROGATORIES AND ANSWERS.

Not waiving but insisting upon his foregoing objections, intervenor propounds the following:

Intg. 1. Is it not a fact that at the time that Mr. McCafferty went on board the *Nicaragua* or shortly thereafter there were a number of soldiers on the wharf? Is it not a fact that McCafferty was at the time that he left Bluefields on bad terms with the authorities then in power? Is it not a fact that he had been threatened at that time or shortly thereafter, and that other American citizens had been arrested by the authorities and imprisoned, and some of them subsequently banished?

A. 1. I don't remember anything. I was never on the wharf. 2. I don't know. 3. I don't know.

Intg. 2. If you say that you saw Mr. McCafferty go on board the *Nicaragua*, then please state by means of whose boat he so boarded said vessel. Who is the owner of said boat and who was managing it at that time? Was he put on board the *Nicaragua* by the boat in which he went out to her free of charge or did he have to pay passage money therefor? To whom did he pay such passage money? Is it not a fact that the boat on which said McCafferty was conveyed to the *Nicaragua* was in the employ of Mr. J. A. Petersen or his firm?

A. 1. I don't know. 2. I don't know. 3. I don't know. 4. No.

Intg. 3. If you have undertaken to state anything about a conversation which occurred between the captain of the *Nicaragua* and Carl Brunsen on board said *Nicaragua*, then please state who was present at such conversation and what was the relative position of each party present during the entire time said conversation was going on. Please state substantially what occurred in the conversation or conversations at which you were present.

A. 1. I don't know anything about it.

Intg. 4. How long have you known Mr. McCafferty? Is it not a fact that he was corresponding with some newspaper published in New Orleans, Louisiana, and that his correspondence with that paper created a great deal of feeling against him at Bluefields? Is it not a fact that at that time the native government had been overthrown by the Nicaraguans and that the correspondence of McCafferty was hostile to the government then in power?

A. I don't remember how long. 2. I don't know. 3. I don't know.

Intg. 5. Name each person whom you have heard discuss the general reputation of Mr. McCafferty for veracity prior to the time that suit was brought in this case. Also state to what party the persons whom you heard so speak of him belonged.

A. I don't know.

Intg. 6. Please state what your business is, with what firm or office you are connected, and what, if any, connection you have, as an agent or employee or otherwise, with the Orr & Laubenheimer Company.

A. Bookkeeper and cashier connected with Ebensperger & Co.

Intg. 7. Is it not a fact that since suit was brought in this case a member of the firm of the Orr & Laubenheimer Company has visited Bluefields and discussed this case with you and told you what it was necessary that they should prove in this case? Who was such person and when did such person visit Bluefields?

A. 1. No. 2. Don't know.

Intg. 8. How long has the Orr & Laubenheimer Company been shipping fruit from Bluefields to Mobile, Alabama, and how many vessels did that firm have engaged in that business during the period above asked about? How many passengers were transported from Bluefields to Mobile upon the vessels of said firm during said period? Who, in the several instances named, arranged for the passage money? What, if any, notice was given to the master of the vessel on each occasion that passage money had been paid?

A. 1. I don't know; I was absent. 2. I could not tell. 3. To Captain Petersen. 4. A ticket has to be presented to the captain.

Deposition of J. Weinberger, taken by A. N. Cardoza, in Bluefields, Nicaragua, Dec. 8th, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 4. State what is your name, profession, and occupation, and what is your present station, and what was it in August, 1894? Do you know John McCafferty? Did you see him aboard of the *Nicaragua* on or about August 14th, 1894, when she was laden and about to depart for Mobile? When did you first see him that day, and where? Did you carry him, or have him carried, on board the ship, or not? How, on what boat, and with whom did he board said steamship? What did he proceed to do immediately upon arriving aboard the ship? Who did he speak to; what did he say? Did you see him when he met Captain Nicolaysen, of said steamship? Who was present? What did he say to Captain Nicolaysen? State fully the conversation between him and Captain Nicolaysen concerning his presence aboard and what he desired? Had you, previous to his speaking to Captain Nicolaysen, or afterwards, yourself addressed Capt. Nicolaysen in his behalf or in regard to him? If so, what did you say? If not, say so. At whose request did you speak to Captain Nicolaysen about McCafferty, or did you so speak? What was your business on the ship? Did you have business to carry you aboard of her? Did it relate in anywise to McCafferty's presence there? What did McCafferty do when he got aboard the ship? Did he or not remain in the officers' or passengers' part of the ship? Did he disappear therefrom? When did he disappear and where did he go? Was the place to which he went a place customarily used by passengers or officers? Who, if anyone, introduced McCafferty to Captain Nicolaysen; did you do it? Were you on board when he went on board? Did he or not go on board with you? Did you or not, on Captain Nicolaysen objecting to bringing McCafferty on account of quarantine, insist on his doing so? Had Petersen ordered you so to do?

A. 1. I am manager of the Bluefields Banana Company, and was so in August, 1894. 2. I knew him. 3. No. 4. I don't know whether I saw him that day or not. 5. No. 6. I do not know. I know nothing about all the questions as regards interrogatory 4.

Intg. 5. Did you have any conversation with McCafferty while the vessel lay off Bluefields bluff at that time, or were you present at any conversation between him and Captain Nicolaysen and Dr. Kuehn or Dr. Pruitt in regard to his presence on board the ship? What led to that conversation? How did McCafferty come to be present at that conversation? Who brought him from the forecastle? State, as fully as you can, all that was said in that conversation by him and by Pruitt and by Dr. Kuehn, and each or any of them, so far as any of these said anything, and also by Captain Nicolaysen? Did, or not, Captain Nicolaysen decline to take McCafferty to Mobile owing to quarantine restrictions unless Dr. Pruitt would authorize him? Did, or not, Carl Brunsen urge the captain to stand by McCafferty? What, in fact, occurred in this conversation? Relate fully. State whether or not Carl Brunsen took any part, and what part, therein.

A. 1. No. 2. Nothing, because none existed. I was not present. I don't know anything.

Intg. 11. Have you read the newspaper statement of John McCafferty, printed in the Mobile Register of Aug. 26th, in regard to his conferences prior to his taking ship, and what occurred aboard ship prior to her leaving the bluffs? If so, state whether the same is not substantially true as stated, in so far as it deals with matters within your knowledge. Please state, if not already stated in your previous answer, all that you know of the taking passage by McCafferty, his intention so to do, his arrange-

ments therefor, his transaction with the Mobile board of health officers or agent, his action on ship, and his declaration thereon in regard to his motives and his methods for and of going on board of the *Nicaragua*, and what was said by Captain Nicolaysen to either of you in regard thereto. If you have not already done so, please answer and state any other material matter or thing as if specially interrogated thereto. Do you know said John McCafferty's reputation for veracity in Bluefields? What is it? How long did he reside there? What was his general reputation and character at Bluefields?

(Intervenor objects to the third, to the last, question contained in the above interogatory, because the same is too general and affords no opportunity to cross-examiner the witness as to the matter sought to be elicited.)

A. I have not read the Mobile Register; not that one or any other. I don't know anything about it.

Intg. 18. State what your position is, and whether you are connected with any steamship interest for charterer's. Answer fully. State whether or not in August, 1894, and whether John McCafferty had any conversation with you, or said anything to you, about passage on any of your company's ships, and whether anything was said about quarantine regulations or permits by quarantine authorities or health officers, and what was said by you in regard thereto, and what was answered by him.

(Intervenor objects to each question contained in the above interrogatory, because said question calls for irrelevant and immaterial testimony, and because no proper predicate has been laid for the introduction of such evidence.)

A. 1. My business is manager of the Bluefields Banana Company, at Bluefields, Nicaragua. During the month of August John McCafferty called at Bluefields Banana Company's office, inquiring when our ship would go to New Orleans—the cost of passage; that is all he inquired.

Intg. 19. Do you know what character John McCafferty bore in Bluefields and what his reputation was there? How long did he live there? What is such reputation so borne by him in Bluefields? Also answer and state any other material thing not stated in your foregoing answers as if specially interrogated.

(Intervenor objects separately to each question, except the last, contained in the above interrogatory, because the same is too general and gives no opportunity for cross-examination in regard to the matters sought to be elicited.)

A. 1. Never looked into his character or anything else appertaining to his personal matters. 2. I don't know. 3. I don't know. 4. I have said all I know.

CROSS-INTERROGATORIES AND ANSWERS.

Not waiving but insisting upon his foregoing objections, intervenor propounds the following:

Intg. 1. Is it not a fact that at the time that Mr. McCafferty went on board the *Nicaragua*, or shortly thereafter, there were a number of soldiers on the wharf? Is it not a fact that McCafferty was at the time that he left Bluefields, on bad terms with the authorities then in power? Is it not a fact that he had been threatened at that time, or shortly thereafter, and that other American citizens had been arrested by the authorities and imprisoned, and some of them subsequently banished?

A. 1. Do not know. 2. I do not know. 3. There has been American citizens arrested in the month of August and sent to Managua.

Intg. 2. If you say that you saw Mr. McCafferty go on board the *Nicaragua*, then please state by means of whose boat he so boarded said vessel. Who is the owner of said boat, and who was managing it at that time? Was he put on board the *Nicaragua* by the boat in which he went out to her, free of charge, or did he have to pay passage money therefor? To whom did he pay such passage money? Is it not a fact that the boat on which said McCafferty was conveyed to the *Nicaragua* was in the employ of Mr. J. A. Petersen, or his firm?

A. 1. I don't know what boat or on whose boat he went. 2. I do not know. 3. I do not know. 4. I do not know.

Intg. 3. If you have undertaken to state anything about a conversation which occurred between the captain of the *Nicaragua* and Carl Brunsen on board said *Nicaragua*, then please state who was present at such conversation and what was the relative position of each party present during the entire time said conversation was going on. Please state substantially what occurred in the conversation or conversations at which you were present.

A. 1. I was not present. 2. I don't know; I was not present.

Intg. 4. How long have you known Mr. McCafferty? Is it not a fact that he was corresponding with some newspaper published in New Orleans, Louisiana, and that

his correspondence with that paper created a great deal of feeling against him at Bluefields? Is it not a fact that at that time the native government had been overthrown by the Nicaraguans and that the correspondence of McCafferty was hostile to the government then in power?

A. 1. Short time. 2. He was correspondent for the Picayune. I do know what it created about that. 3. That is true.

Intg. 5. Name each person whom you have heard discuss the general reputation of Mr. McCafferty for veracity, prior to the time that suit was brought in this case. Also state to what party the persons whom you heard so speak of him belonged.

A. Know nothing.

Intg. 6. Please state what your business is, with what firm or office you are connected, and what, if any, connection you have as an agent or employe, or otherwise, with the Orr & Laubenheimer Company.

A. My business is manager of the Bluefields Banana Company, at Bluefields, Nicaragua. No connection with Messrs. Orr and Laubenheimer.

Intg. 7. Is it not a fact that since suit was brought in this case a member of the firm of the Orr & Laubenheimer Company has visited Bluefields and discussed this case with you, and told you what it was necessary that they should prove in this case? Who was such person, and when did such person visit Bluefields?

A. 1. Yes, that is true; Mr. Laubenheimer came to me and talked about the case. 2. C. P. Laubenheimer. I don't remember if in September or October; between those two months.

TESTIMONY IN OPEN COURT ON THE PART OF THE LIBELLANT. FILED APRIL 9TH, 1895.

The witness, CHRISTIAN P. LAUBENHEIMER, testified on direct examination as follows:

I am the president of the Orr & Laubenheimer Company, Ltd., and know the steamship *Nicaragua*. She was running in the summer of 1894 under a charter party that is hereto attached, marked "Exhibit A," made a part hereof, and now referred to. The transfer on the back of this charter party is in the handwriting of Mr. H. L. Stoutz. Mr. Orr was in New Orleans at the time that this endorsement on the back of the charter party was made. No new charter party was made out during the year 1893–4.

The firm of Orr & Laubenheimer is no longer in business. It ceased to do business on the 5th day of July, 1894. Orr and Laubenheimer made no formal transfer or assignment to the Orr & Laubenheimer Company, Ltd., but it did transfer all of its assets to the said Orr & Laubenheimer Company, Ltd., upon the books of that company. Orr & Laubenheimer at that time transferred its entire business to the said Orr & Laubenheimer Company, Ltd.

I remember the last voyage that the *Nicaragua* made to Mobile under the charter party under which this trouble arose. When she arrived at Mobile she had nothing whatever on board, but when she arrived at Fort Morgan she had a cargo of bananas for the Orr & Laubenheimer Company, Ltd., consisting of about some twelve thousand bunches of bananas. I saw this cargo discharged at Fort Morgan, but it was at twelve or one o'clock at night and it was hard to tell anything about them at that time. I saw this fruit again in the city when it arrived at Mobile, and it was very badly damaged through exposure to the sun. The cargo was discharged at Fort Morgan on the night of the 21st of August, and it arrived at the wharf at Mobile the next day at one o'clock, that is, on the 22nd. I do not remember positively, but I think that I received the first telegram from the vessel at Fort Morgan on August 19th—possibly on the 20th. I was over the bay at the time. I went immediately to the office of Mr. R. B. Owen and made a request release, which was refused. I engaged two tugs, the names of which I do not remember, and two barges, or flatboats, and the stevedores used by us in discharging the cargo, and went with them to lighter the cargo at the quarantine station, in doing which I was put to expense When the fruit came to Mobile it was here unloaded. The fruit was bruised when I saw it in Mobile. It was not in a good merchantable condition at that time. I have had a good deal experience. I have unloaded fruit myself for two or three years, and I have been agent for a line of steamers for about four years at Bluefields, and I have been in the fruit business in Mobile for sixteen or eighteen months. I am certainly familiar with the effect of delay on that class of cargo. As long as the steamer runs she naturally creates some draft, which gives the fruit some ventilation, but when the vessel lies still for a time, and especially in the summer, this fruit will naturally ripen, and some probably get ripe or cooked. The effect of cooking is that the fruit becomes soft and mushy without being ripened, and has no market value at all. There is con-

siderable injury likely to be caused by one day's delay in this business, and the longer the delay the worse the injury. As a general thing the *Nicaragua* brought very good cargoes. By that I mean the fruit was usually in good condition, but this time it was partly cooked, partly sunburned, partly ripe, and some of it rotten. We had no market at all for it, and in fact, knowing its condition, could not have offered it to our customers. We consigned it and had to do the best we could with it. I could not state positively what was the proportion of ripes in the cargo, but I can say, generally, that the *Nicaragua* hardly ever brought over four or five hundred bunches of ripes, but I know that on this trip there were three or four times that much.

Orr & Laubenheimer first paid the charter price reserved under this charter party, and the Orr & Laubenheimer Company, Limited, subsequently did so. The first remittance on the charter party was made by Steinhardt & Company, they being instructed by us to do so. The installments were paid monthly, sometimes direct to the captain and sometimes through Leinkauf & Son. Sometimes we would pay on drafts. I have a number of receipts and drafts signed by Gustave Nicolaysen:

$387.94. MOBILE, ALA., *Nov. 27, 1893.*

Pay to the order of Pollard & Bond three hundred and eighty-seven $\frac{94}{100}$ dollars, value received, and charge the same to account S. S. *Nicaragua.*

G. A. NICOLAYSEN,
acc. S. S. Nicaragua.

To ORR & LAUBENHEIMER, *Mobile, Ala.*
No. ——

MOBILE, ALA., *Dec. 15th, 1893.*

Received of Messrs. Orr & Laubenheimer, eleven hundred and eleven $\frac{50}{100}$ dollars for acct. of S. S. *Nicaragua* and owners.

$1,111$\frac{50}{100}$. WM. H. LEINKAUF & SON.

$332.58. MOBILE, *Apl. 30, 1894.*

On May 14th, after date, pay to order of Pollard & Bond three hundred and thirty-two and $\frac{58}{100}$ dollars, value received, and charge the same to account of disbursements.

S. S. NICARAGUA,
G. A. NICOLAYSEN.

To ORR & LAUBENHEIMER, *Mobile, Ala.*
No. ——

$916.43. 7, 5, 1894.

Rec'd of Orr & Laubenheimer nine hundred and sixteen $\frac{43}{100}$ doll. for acc. of S. S. *Nicaragua.*

WM. H. LEINKAUF & SON.
R.

$800.00. MOBILE, ALA., *Aug. 1st, 1894.*

At sight pay to the order of Werner & Simonsen, eight hundred dollars, value received, and charge the same to account of

G. A. NICOLAYSEN,
Master S. S. Nicaragua.

To ORR & LAUBENHEIMER CO., LIMITED, *Mobile, Ala.*
No. ——

Captain Nicolaysen did not claim anything on account of victualing any passenger in his account upon this last trip. During the entire time covered by this charter party the *Nicaragua* was engaged in carrying bananas from Bluefields to Mobile and general merchandise to Bluefields from Mobile. The vessel would come in, and I would give orders to the captain to get ready to sail at a particular hour, for instance, at twelve o'clock the next day. The trips were completed about every fifteen or sixteen days, and I should suppose that the *Nicaragua* made about six trips between May 1st, 1894, and the occasion in question. She certainly made as many as five voyages during that time. On the last trip, during which she was detained in quarantine, she went out just like at any other time. Our house had a branch at Rama. At Bluefields we had an agent. H. Ebensperger & Co. were our agents there, and Mr. J. A. Petersen was a member of that firm, Captain Petersen generally discharging our vessels upon their arrival at Bluefields. He was our finance agent there, more or less, and attended to the cashing of our fruit ships.

The distance between Rama and Bluefields is sixty miles, and the only intercourse between them is by way of steamboats. When the ship first enters she enters at

Bluefields bluff, and the agent—usually Captain Petersen, representing H. Ebensperger & Co.—receives the papers and any freight that the vessel may contain, and he then reports the arrival of the vessel, which lies at Bluefields about twenty-four hours.

The charterer pays one and a half dollars per head for every passenger. The captain presents his bill at this end for the board of the passengers, at $1.50 per day. They very seldom carry passengers. Between February and August, 1894, I suppose they only brought five or six passengers, and I should say roughly that in all we have not carried more than twenty passengers.

Cross-examination:

Upon cross-examination, said witness testified:

The agreement to transfer all of the assets of the firm of Orr & Laubenheimer to the said Orr & Laubenheimer Company, Limited, took place in New Orleans, Louisiana, in April, 1894, in the office of Steinhardt & Company, No. 64 Baronne street, and in the presence of Mr. Simon Steinhardt, Mr. H. L. Stoutz, and Mr. Redderitz, and myself, representing myself and Mr. Orr, from whom I had a power of attorney.

The Rama & Bluefields Banana Company does not now exist. It ceased to exist about the time that this charter party was signed. I think it was the same day or the day before. It has no successor. We purchased the cargo which was on the *Nicaragua* at the time spoken of.

The style of our firm at Rama is the same as here. I was not present at the time of the transfer of the charter party by Steinhardt & Company. I first saw the transfer in about November, 1893. I made arrangements at Rama with Captain Nicolaysen to charter his vessel. When he came back to Rama on the next trip he told me the vessel was chartered to Orr & Laubenheimer. I do not remember having had any conversation with Captain Nicholaysen in regard to the transfer of the charter party. I might have had some conversation with Captain Nicholaysen about changing our business from Orr & Laubenheimer to the Orr & Laubenheimer Company, Limited, but I do not remember having had any. I do not remember attending to the arrangements for Captain Nicholaysen for the extension of his charter party. I presume that this was attended to by Mr. Orr, but I am not sure about that. Mr. Orr is now at sea en route to Nicaragua.

The list of passengers presented by Captain Nicolaysen is correct, and shows that about twenty passengers have been carried upon the *Nicaragua*. A good many of them were deadheads. The only intercourse which I had with the passengers was that Captain Nicolaysen would send in his bill to the office for the board of the passengers. I would not collect the passage money. That, as a rule, is attended to at the other end. Either I or my agent would meet the vessel when she came into Mobile, but I would take no notice of the passengers unless I knew them. I might then speak to them. Sometimes when the captain presented the bill for the expenses of the passengers he would have a receipt, and sometimes he would not. This business was done in a very irregular manner. The receipts to which I refer would be from Rama or from H. Ebensperger & Company, of Bluefields. The receipts from Bluefields would be signed H. Ebensperger & Company, or they might be signed H. Ebensperger & Company, by J. A. Petersen.

EXHIBIT A.—*West India and American time charter form.*

This charter party, made and concluded in the city of New Orleans the 12th day of August, 1893, between G. Nicolaysen, master of the good steel-screw steamship *Nicaragua*, of ———, of ——— tons gross register and ——— tons net register, having engines of ——— nominal horsepower, provided with proper certificate for hull and machinery, and guaranteed to class A1 at Norwegian Lloyds, of ——— tons of 40 cubic feet capacity and ——— tons of 2,240 lbs. dead weight, both exclusive of bunkers, which are of the capacity of ——— tons of 2,240 lbs. coal, and Messrs. Steinhardt & Co., of New Orleans, merchants.

Witnesseth, that the said owners agree to let and the said charterers agree to hire the said steamship from the time of delivery, a period of six calendar months, having cleaned bottom before leaving Europe, it being understood that the steamer is to leave ——— in ballast no later than Tuesday morning, she being ready to receive her cargo, and being tight, staunch, strong, and in every way fitted for the service, having water ballast, steam winches, and donkey boiler, with capacity to run all the steam winches at full speed in working ordinary cargo at one and the same time, including necessary dunnage (and with full complement of officers, seamen, engineers, and firemen for a vessel of her tonnage), to be employed in carrying lawful merchandise, including petroleum or its products, in cases, and passengers so

far as accommodations will allow (but any expenses to suit United States passenger inspection to be borne by charterers) between port and ports in Canada and | or other British possessions not north of river St. Lawrence (steamer to leave the St. Lawrence by 31st of October, and | or the United States of America, and | or West Indies or Gulf of Mexico, and | or Caribbean Sea, and | or Central America, and | or South America, not south of the river Plate, as the charterers or their agents shall direct, on the following conditions:

1 That the owners shall provide and pay for all provisions, wages, and consular shipping and discharging fees of captain, officers, engineers, firemen, and crew; shall pay for the insurance of the vessel, also for all engine room and deck stores and maintain her in a thoroughly efficient state in hull and machinery for and during the services, guaranteeing to maintain the boilers in a condition to bear a working pressure of at least 60 pounds (and this pressure to be carried continuously) during the whole term of this charter, and victual and provide for all passengers in the best manner according to their class, charterers paying at the rate of one dollar and fifty cents per day for each first-class passenger and one dollar per day for laborers and second-class passengers.

2. That the charterers shall pay and provide for all the coal, port charges, pilotages, agencies, and commissions, and the charterers shall accept and pay for all coal in the steamer's bunkers on delivery, at the current market rate of New Orleans per ton, and the owners shall, on expiration of this charter party, pay for all coal left in bunkers at the current market prices at the respective ports where she is delivered to them. It is understood that the steamer must have sufficient coal in bunkers on delivery to take her to a United States Gulf port.

3. That the charterers shall pay for the use of said vessel (£475) four hundred and seventy-five pounds sterling, lump sum, per calendar month, commencing from noon on Monday, August 14th, after the vessel is ready as above, and reported at the custom-house and placed with clear holds at charterer's disposal, and at and after the same rates from any part of a month, hire to continue from the time specified for terminating the charter until her delivery to owners (unless lost) at a port in United States.

4. Payment of said hire to be made in cash in New Orleans at the rate of $4.80 per pound sterling, half monthly in advance from the date of delivery of steamer, and in default of such payment the owners shall have the faculty of withdrawing the said steamer from the service of the charterers without prejudice to any claim they, the owners, may otherwise have on charterers in pursuance of this charter; cash for ship's necessary disbursements, if desired by master, but not exceeding £250 monthly, to be supplied by charterers to the captain at current rate of exchange, subject to a commission of 2½ per cent to cover all charges, and captain's receipts to be taken as part payment of the freight.

5. That should the steamer be on her voyage towards the port of return delivery at the time a payment of hire comes due, said payment shall be made for such a length of time as owners, agents, and charterers, or their agents may agree upon as the estimated time necessary to complete the voyage, and when the steamer is delivered to owners' agents, any difference shall be refunded by steamer or paid by charterers, as the case may require.

6. That the cargo or cargoes shall be laden | or discharged by charterers at their expense, under the direction of the master, but charterers shall not be responsible for improper stowage with the assistance of the steamer's crew and tackle in any docks and | or at any wharves and | or places the charterers or their agents may direct, provided the steamer can always safely lie afloat at all times of tide.

7. That the whole reach of the steamer's holds, decks (consistent with seaworthiness), and all places of loading and passenger accommodation of the steamer (not being more than she can reasonably carry and stow), shall be at the charterers' disposal, reserving only proper and sufficient space for the ship's officers, crew, tackle, provisions, stores, and fuel.

8. That the captain shall prosecute his voyages with the utmost dispatch, and take every advantage of wind, by using the sails, with a view to economize fuel, and shall render all possible assistance with ship's crew and boats.

9. That the captain, although appointed by owners, shall be under the orders and direction of the charterers as regards employment, agency, or other arrangements; and the charterers hereby agree to indemnify the owners from all consequences or liabilities that may arise from the captain signing bills of lading, or otherwise complying with their orders and directions.

10. That if the charterers shall have reason to be dissatisfied with the conduct of the captain, officers, or engineers, they shall make such complaint in writing to the owners, who shall, if necessary, dismiss any of the officers should they find the complaints made by charterers are justified and proven.

11. That the charterers shall have permission to appoint a supercargo, who shall accompany this steamer, and be furnished free of charge with same fare as captain and accommodations in cabin, and to see that voyages are prosecuted with the utmost dispatch.

12. That the master shall be furnished from time to time with all requisite instructions and sailing directions, and shall keep a full and correct log of the voyage or voyages, which are always to be open to the inspection of the charterers or their agents.

13. That the charterers shall have the option of continuing this charter for a further period of six months, on giving notice thereof to owners or their agents fifteen (15) days previous to the expiration of the first-named term.

14. That in the event of loss of time from deficiency of men and stores, want of repairs, breakdown of machinery or stranding, or damage or other causes appertaining to the duties of the owners, preventing the working of the steamer in her ordinary capacity for more than twenty-four hours, the payment of hire shall cease until she be again in an efficient state to resume her service, and should she in consequence of such deficiency, want of repairs, breakdown, or other causes put into any port other than that to which she is bound, the port charges, pilotages, etc., at such ports shall be borne by the steamer's owners; but should the vessel be driven into port or to anchorage by stress of weather or from any accident to the cargo, such detention or loss of time shall be at the charterers' risk and expense; also, if any loss of time from crew or stores not being on board in time, or from repairs to hull and machinery, which are for owners' account, not being complete after cargo and coals are on board and hour of sailing has been fixed by charterers and notice given to captain, the time lost is for steamer's account.

15. That should the vessel be lost, any hire paid in advance and not earned (reckoning from the date of her loss) shall be returned to the charterers with interest from date of loss. The act of God, public enemies, fire, restraints of princes, rulers, and people, and all other dangers and accidents of the seas, rivers, machinery, boilers, and steam navigation throughout this charter party always excepted.

16. That should any dispute arise between owners and charterers, the matters in dispute shall be referred to three persons in New Orleans, one to be appointed by each of the parties hereto, and the third by the two chosen; their decision, or that of any two of them, shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of court.

17. That the owners shall have a lien upon all cargoes and all subfreights for any amounts due under this charter, and the charterers shall have a lien upon the ship for all moneys paid in advance and not earned.

18. That as the steamer may be, from time to time, employed in tropical waters during the term of said charter party, steamer is to be docked, bottom cleaned and painted, whenever charterers and master think necessary, at least once in every three months, and payment of the hire to be suspended until she is again in proper state for service.

19. 2½ per cent address commission payable to charters.

20. Steamer to work night and day if required by charterers, and all steam winches to be at charterers' disposal during loading and discharging. Steamer to provide men to work winches both day and night, as required, charterers agreeing to pay for any night work incurred.

21. That the steamer be provided with awnings throughout during the whole of this charter, also with wind sails for each hatch, besides stationary ventilators placed at convenient places throughout the deck, as charterers may direct.

22. That the steamer shall be provided with loose planks, 2 to 2½ inches thick, to make a platform or between decks all through the vessel's hold, and also provided with iron beams for such temporary platform or between decks to rest on, building the same strong enough to hold a tier of fruit.

23. That the crew is not allowed, under any circumstances, to carry bananas or other merchandise for their own account. Donkey boiler not to be worked when carrying bananas.

24. That should the steamer have an iron deck, the owners shall agree to have the same sheathed all through with 2½-inch planks, or otherwise charterers will do it at owners' expense.

25. That in the event of cholera becoming epidemic in the U. S. Atlantic ports charterers to have option of cancelling this charter party on giving owners or agents fifteen (15) days' notice of such intention.

26. That on account of the perishable nature of the cargoes that this steamer is intended to carry, she is not allowed to stop to pick up any wreck, or in any way assist, or tow any vessel, when by so doing she is liable to be detained, unless only in order to save human life. All salvages and derelicts for owners and charterers' *joint benefit* in equal shares.

28. The steamer must provide a crew consisting of men who have had yellow fever, or have been in places where yellow fever has been epidemic to such extent as will satisfy the board of health that they are acclimated. The ship and crew must in all respects be such as will meet the requirements of the Louisiana State board of health.

29. Penalty for nonperformance of this contract, estimated amount of damages.

By cable authority from—

G. NICOLAYSEN.
STEINHARDT & CO.

Witness to the signature (both),
WM. P. ROSS.

A true copy of the original charter party in our possession.

ROSS, HOWE & MERROW.

STATE OF LOUISIANA, *City of New Orleans.*

Whereas, Steinhardt & Co., of New Orleans, have this day, by our order and instructions, chartered for us and our account the steamer *Nicaragua*, and have signed charter party to that effect, as per the foregoing true and correct copy in their own name; and

Whereas the said Steinhardt & Co. have thereby become liable and responsible to the said steamer and owners for the true and faithful execution of said charter party of their part therein:

Now, therefore, we, the undersigned, hereby bind ourselves, our executors and heirs, to the said Steinhardt & Co. in a sum not to exceed the total of the stipulated charter money, with interest thereon, in order of holding the said Steinhardt & Co. harmless from any claims and demands that might arise against them under said charter through our noncompliance of any of our agreements or stipulations therein expressed.

Given under our hands and seal this 12th day of August, 1893.

BLUEFIELDS AND RAMA BANANA CO.,
Per A. B. ORR, *Attorney in Fact.*
ORR & LAUBENHEIMER, *Security.*

We hereby transfer this charter to Orr & Laubenheimer, New Orleans, August 12th, 1893.

STEINHARDT & CO.
H. L. STOUTZ.

The witness, EMANUEL STEINHARDT, testified as follows:

I was a member of the firm of Steinhardt & Co., of New Orleans, La., on the second day of August, 1893. The endorsement on the back of the charter party, which was made between Steinhardt & Co. and the captain of the *Nicaragua*, in August, 1893, and which is attached to the answer of Mr. C. P. Laubenheimer, was made by Mr. H. L. Stoutz. I was present at the time that said transfer was made on the back of said charter party and signed, and Mr. Stoutz, who held our general power of attorney, signed the transfer under authority then and there given him by me in the name of Steinhardt & Co. After the transfer of this charter party to Orr & Laubenheimer there were no dealings whatever between the firm of Steinhardt & Co. and the captain of the *Nicaragua* or the owner of the vessel. After making this charter party Steinhardt & Co. paid the vessel one or more monthly installments. We received a letter from Orr & Laubenheimer, instructing us to cable certain moneys to Europe for the payment of the charter money, but I do not remember the month. I never mentioned the transfer of this charter party to Captain Nicolaysen nor wrote anything to him about it.

The Bluefields and Rama Banana Company was a corporation at Rama, engaged in the business of exporting bananas. Mr. Orr is an officer of the Orr & Laubenheimer Company, Limited, and J. A. Petersen, of Bluefields, was an officer of the Bluefields and Rama Banana Company. The Bluefields and Rama Banana Company was in existence on August 12th, 1893, but has ceased to exist. I do not know whether or not it was in existence in August, 1894. During its existence it was exporting fruit to Mobile, to be sold by the Orr & Laubenheimer Company, Limited, for its account. My partner is interested in the Orr & Laubenheimer Company, Limited; I am not.

The witness R. B. OWEN testified in substance as follows:

I was the secretary and executive officer of the Mobile quarantine board in 1894. My duties as secretary were to keep records of the board and its accounts, and to collect quarantine dues, which were usually received by way of drafts. As executive officer it was my duty to see the enforcement and carrying out of the rules by vessels coming into Mobile. The board has an office, and I am always there. I remember the time of the detention of the *Nicaragua* during last summer. I had two conversations with Mr. Orr, of the Orr & Laubenheimer Company, Limited, but I do not

think he made any application to get the release of the vessel or to allow her to come up and unload her cargo of fruit. They asked if they could not unload the cargo and bring it up in a lighter. I do not remember their first asking to be allowed to bring the ship up. I can not pretend to state exactly what occurred. It was true that I might have told Mr. Orr that I had seen Dr. Cawthon and the other members of the board and that they were fixed in their determination that the *Nicaragua* should not be released. I can not state exactly what occurred. I received a telegram from Dr. Fowler that this vessel had come into port. I immediately saw Dr. Cawthon and communicated the fact to him, and he and Dr. Scales decided that as the vessel had come in without a permit she must be subjected to the usual fumigation, and Dr. Fowler was instructed by me to that effect. Of course, when I saw Mr. Orr, he was very anxious for the vessel to come. The impression left on my mind was that Mr. Orr was very anxious for his vessel to come in. I told him that the vessel could not come in. No vessel was detained during the season of 1894 on account of having passengers without certificates.

That portion of the minutes of the quarantine board of Mobile Bay which relate to the quarantine of 1892 is contained in the minutes of the board at a meeting held on April 13, 1892, and is as follows, viz:

"The president reported that he had prepared certain rules and regulations for the conducting of the quarantine, and also a form of proclamation of quarantine, and had submitted the same to the board of health. That board had referred the same to a committee composed of its president and health officer of the city. The president of the board of health, after having examined the same, suggested no change whatever; and he now read the same to this the quarantine board for its action thereon. The rules and regulations so prepared by the president being then read by him, Mr. Rich moved that the same be approved and adopted by this board, and that they be printed as the law requires. The motion was seconded by Mr. Brown and carried.

"Mr. Rich moved that a proclamation of quarantine be issued and published on Sunday next, the 17th inst. Said publications to be made three times. Motion seconded by Judge Gasquet and carried."

The rules and regulations referred to in these minutes are as follows:

Quarantine proclamation.

OFFICE OF QUARANTINE BOARD OF MOBILE BAY,
Mobile, Ala., April 15th, 1892.

In accordance with law and by authority vested in me by the quarantine board of Mobile Bay, I, T. S. Scales, president of said board, do hereby declare that from and after the first day of May, 1892, and until the first day of December, 1892, unless sooner revoked, a rigid quarantine shall be enforced against all vessels entering lower Mobile Bay, as follows:

1st. Against vessels, with their ballast, crews, passengers, baggage, and freight, coming from ports regarded as infected.

2d. Against vessels, together with their ballast, crews, passengers, baggage, and freight, coming from ports regarded as suspected.

3d. Against vessels, and their contents, which are infected, or with a history of infection during the present year.

Ports now regarded as infected are Rio de Janeiro, Para, Bahia, Pernambuco, Santos, Ceara, Puntas Arenas, Guayaquil, Havana, Matanzas, Cienfuegos, Cardenas, Santiago de Cuba, Kingston, and Vera Cruz, and vessels arriving from ports hereafter becoming infected will be treated in the same manner as those from ports named.

Ports regarded as suspected are all other South American and West Indian ports, as well as those of Central America and Mexico, with the exception of the following, to wit: Ruatan, Bonacco, Utilla, Truxillo, and Swan Island, but vessels from these five named with passengers aboard will be subjected to such detention and disinfection of vessels and contents as the quarantine board may prescribe in each case on arrival at quarantine station.

All vessels, together with their ballast, crews, cargoes, passengers, baggage, and freight, under the first class, will, on arrival at quarantine station, be subjected to through disinfection by the improved method of maritime sanitation, and then detained *five full days.*

All vessels, together with their ballast, crews, cargoes, passengers, baggage, and freight, under the second class, will, on arrival at quarantine station, be subjected to thorough maritime sanitation, and then detained *three full days.*

No vessel under the third class will be allowed in the lower bay until the master produces a certificate that his vessel, together with ballast, crew, cargo, passengers,

baggage, and freight have been subjected to improved maritime sanitation, after which they will be detained at quarantine station for such length of time as the quarantine board may prescribe in each case.

Any vessel not from an infected place, but bringing ballast, crew, passengers, baggage, and freight from an infected place, will be included with those of the second class, and will be treated accordingly, unless the master can produce certificate that said ballast, crew, passengers, baggage, and freight have undergone quarantine restrictions in accordance with the improved method.

Vessels from ports known to be non-infected, and not already provided for, will only be detained at quarantine station a sufficient length of time to be placed in proper sanitary condition.

The restrictions herein proclaimed are subject to change, at the option of the quarantine board, to meet particular cases.

T. S. SCALES, *President.*

Rules and regulations of the quarantine board.

The quarantine grounds shall be designated by buoys bearing yellow flags.

The quarantine physician shall attend at the station and not depart thence except by permission of the quarantine board. He shall board all vessels entering the bay or harbor of Mobile as soon as practicable after their arrival between the hours of sunrise and sunset, and examine into the condition of vessels and cargoes and the health of all persons therein, including the examination of as many of such persons under oath as he may deem necessary.

He shall direct such measures to be taken as may be necessary to purify the vessel and supervise the same; shall sign all permits for vessels and persons to pass the quarantine and all discharges for vessels and persons to leave the quarantine, without which no vessel or person shall leave or pass the quarantine station; nor shall any vessel or person visit the quarantine station without having first obtained permission to do so from the quarantine physician. The quarantine physician shall cause to be displayed near the pier-head, at a suitable elevation, a yellow flag from sunrise until sunset each day, and a red light in the same position during the night. The quarantine physician shall make to the quarantine board weekly reports showing the number and class of vessels inspected, as well as quarantined, disinfected, discharged, etc., and he shall also forward a monthly report on the first of every month, which shall embrace the substance of his weekly reports, and in addition shall forward at this time all moneys collected, with a statement showing the various sources and amounts.

The inspection fees for all vessels entering lower Mobile Bay shall be as follows:

Steamships	$15.00
Sailing ships	15.00
Barks and four-masted schooners	10.00
Brigs and three-masted schooners	7.50
Tugs and two-masted schooners	5.00
Other vessels	3.00

The fees for the disinfection of vessels shall be as follows:

Steamships	$75.00
Sailing ships	50.00
Barks and four-masted schooners	40.00
Brigs and three-masted schooners	20.00
Two-masted schooners	15.00
Other vessels	10.00

In addition to these charges there shall also be charged and collected for the treatment of the sick, either in hospital or on board vessels, at the rate of one dollar ($1) per day for each person so treated, and the handling of cargoes and ballast shall in all instances be done at the expense of the vessels interested.

Pilots and captains and crews of towboats are required not to board infected vessels, but to speak them off the bar and direct them to the Gulf Quarantine Station on North Chandeleur Island. They will furnish all other vessels—that is to say, those entering lower Mobile Bay—with a copy of these regulations. During the existence of quarantine all pilots and other persons having charge of vessels entering Mobile Bay shall cause such vessels to heave to or come to anchor at or near quarantine station, and such vessels shall there remain until they shall have been boarded by the quarantine physician, and shall have received permission from him

to proceed, and no pilots or other persons boarding such vessels will be allowed to leave the same until permission to do so shall have been given by the quarantine physician. It shall also be the duty of pilots or other persons bringing a vessel into the bay of Mobile to host a flag at half-mast at the fore until the vessel has been visited by the quarantine physician; and all vessels required to perform quarantine shall keep a flag at half-mast at the fore during the day, and a lighted lantern in the same position at night, and no person shall leave a vessel nor visit a vessel at quarantine without a written permit to do so from the quarantine physician.

Notice to masters of quarantinable vessels on arrival at quarantine station.

1st. All bedding, ship's linen, cushions (except leather-covered or bound), mattresses, flags, mosquito nets, curtains, carpets, rugs, and all personal baggage and wearing apparel of whatever description, shall, immediately on landing at the wharf, be put off for disinfection.

2d. All leather-covered or bound cushions, oilskins, boots, shoes, hats, caps, furs, skins, umbrellas, etc., should be placed on deck; also all sails that may be in the sail room or hold.

3d. A few hatches should be removed from each hatchway to facilitate the work of fumigation.

4th. Captains will inform the superintendent of amount and character of cargo, where placed, and if the same is damaged or not; and whether the decks over cargo are water-tight or not.

5th. Captains will describe the character of ballast, if any, and where taken on board.

6th. Captains will inform all passengers of the above instructions.

Failure to comply with these orders will entail a penalty.

Fishing, tow, and pleasure boats, regularly engaged in navigating the waters of Mobile Bay and Mississippi Sound, may be relieved of the restrictions herein imposed as to inspection and payment of fees on application at the office of the quarantine board.

Adopted April 13th, 1892.

No new or additional quarantine regulations were adopted for the year 1893, but those which already existed, and which are above set forth, were simply readopted for the year 1893, and a proclamation was issued for the year 1893 by the president of the board in words and figures identical with that which was issued on the 15th day of April, 1892, and already set forth and referred to, with the exception of the date, which was changed from 1892 to 1893.

The only proceedings held by the board in reference to the quarantine for 1894 is found in the minutes of the board, dated April 18th, 1894, and which was, in words and figures, as follows, viz:

"The secretary said that in discharge of the duty imposed upon him by the board to formulate rules for the conduct of quarantine for the ensuing year, and to submit the same to a committee composed of Dr. Scales and Messrs. Lavretta and Michael, for revision, and report to the board, he had laid the data obtained as above before that committee, who, he presumed, were now ready to report. The committee thereupon, through Dr. Scales, its chairman, reported that with the exception as hereinafter provided the quarantine restrictions of 1892 and 1893 remain in full force and effect during the season of 1894. In the restrictions of 1892 and 1893 quarantine was declared—

"1. Against vessels, with their cargo, etc., coming from ports regarded as infected.

"2. Against vessels, with their cargo, etc., coming from ports regarded as suspected.

"3. Against vessels and their contents which are infected or with a history of infection during the present year.

"In the restriction of those years it was provided that no vessel under the third class be allowed in the lower bay untill the master produces a certificate that his vessel, together with ballast, crew, cargo, passengers, baggage, and freight, has been subjected to improved maritime sanitation, after which they will be detained at quarantine station for such length of time as the quarantine board may prescribe in each case.

"In view of the communication from the Surgeon-General of the M. H. S., the committee recommended that this provision be changed to read as follows: 'All vessels under the third class, together with passengers, crew, cargo, baggage, and ballast, will, on arrival in Mobile Bay, be subjected to such detention and disinfection as the quarantine board may in each case prescribe.' The committee further recommended that 'Pilots bringing infected vessels into the bay are prohibited from boarding said vessel; and a violation of this prohibition will subject said pilots to detention at the

option of the board.' Mr. Michael moved that these recommendations of the committee be concurred in and adopted. Judge Hall deprecated the reception of infected vessels under any circumstances at the station, saying that the people of Baldwin County were greatly opposed to it. Other members of the board said that in view of the intimation contained in the letter of the Surgeon-General of the M. H. S. on the subject, the board had no recourse than to receive such vessels under the circumstances. The question being called for, Dr. Scales demanded the ayes and nays, and the roll being called, Judge Hall voted that the recommendation of the committee be adopted, excepting that portion thereof which provided for the reception of infected vessels, upon which he voted 'no.' The other members of the board voted 'aye' as to the whole report, and it was declared adopted accordingly.

"As to the recommendation of the New Orleans conference to govern the tropical fruit trade, the committee reported that they had approved and would recommend the same for adoption by the board, with the exception of that one which provided for the cleansing and disinfecting of the vessel after discharge of her cargo at the city. As to this recommendation the committee was not yet prepared to formulate a substitute therefor, and after discussion all of the other recommendations of said conference were adopted and action on the one (No. 5) for cleansing, &c., vessels after discharge of cargo was deferred.

"On motion of Dr. Scales, duly seconded, it was ordered that proclamation of quarantine in accordance with the above recommendation of the committee, to take effect on and after the first day of May next, signed by the president, be published in the Mobile Register of Sunday next, the 22nd instant."

Witness Owen further testified that the president of the quarantine board, pursuant to the quarantine declared for the year 1894, issued a proclamation which was in words and figures as follows, viz:

Quarantine proclamation.

OFFICE QUARANTINE BOARD OF MOBILE BAY,
Mobile, Ala., April 21st, 1894.

With the exceptions, as hereinafter provided, the quarantine restrictions of 1892 and 1893 will remain in full force and effect; and now, in accordance with law and by authority vested in me by the quarantine board of Mobile Bay, I, O. F. Cawthon, president of said board, do hereby declare that from and after the 1st day of May, 1894, and until the first day of December, 1894, unless sooner revoked, a rigid quarantine shall be enforced against all vessels entering the lower Mobile Bay, as follows:

1. Against all vessels, their ballast, crews, passengers, baggage, and freight coming from ports regarded as infected.

2. Against all vessels, with their ballast, crews, passengers, baggage, and freight, coming from ports regarded as suspected.

3. Against all vessels and their contents which are infected or with a history of infection during the present year.

Ports now regarded as infected are Rio de Janeiro, Para, Bahia, Santos, Ceara Puntas Arenas, Guayaquil, Havana, Matansas, Cienfuegos, Cardenas, Santiago de Cuba, Kingston, and Vera Cruz, and vessels arriving from ports hereafter becoming infected will be treated in the same manner as those from ports named.

Ports regarded as suspected are all other South American and West Indian ports, with the exception of the following, to wit: Ruatan, Bonacco, Utilla, Truxillo, and Swan Island, but vessels from these five named with passengers aboard will be subjected to such detention and disinfection of vessels and contents as the quarantine board may prescribe in each case, on arrival at quarantine station.

All vessels, together with their ballast, crews, cargoes, passengers, baggage, and freight, under the first class, will, on arrival at the quarantine station, be subjected to thorough disinfection by the improved method of maritime sanitation, and then detained five full days.

All vessels, together with their ballast, crews, cargoes, passengers, baggage, and freight, under the second class, will, on arrival at the quarantine station, be subjected to thorough maritime sanitation, and then detained three full days.

All vessels under the third class, together with passengers, crew, cargo, baggage, and ballast, will, on arrival in Mobile Bay, be subjected to such detention and disinfection, at the quarantine station, as the quarantine board may in each case prescribe.

Pilots bringing infected vessels into the bay are prohibited from boarding such vessels; and a violation of this prohibition will subject said pilots to detention, at the option of the board.

Any vessel not from an infected place, but bringing ballast, crew, passengers, baggage, and freight from an infected place, will be included with those of the second

class, and will be treated accordingly, unless the master can produce certificate that said ballast, crew, passengers, baggage, and freight have undergone quarantine restrictions in accordance with the improved method.

Vessels from ports known to be noninfected, and not already provided for, will only be detained at quarantine station a sufficient length of time to be placed in proper sanitary condition.

The restrictions herein proclaimed are subject to change, at the option of the quarantine board, to meet particular cases.

O. F. CAWTHON, *President.*

Attest:
R. B. OWEN, *Secretary.*

At a conference of the health and quarantine authorities held at New Orleans, in which the quarantine board of Mobile Bay participated, certain regulations were adopted, and a circular letter setting them forth was issued by said quarantine board of Mobile Bay, and was as follows, viz:

Quarantine measures recommended and adopted by a conference of health and quarantine authorities held at New Orleans February, 1894.

1. In order to secure prompt and reliable information as to the existence of yellow fever in the various ports of the West Indies, Central and South America, from which fruit is shipped, it is deemed essential that medical inspectors should be stationed at said ports, with the understanding that the inspectors stationed in the larger towns may have jurisdiction over smaller places within the district.

2. The duties of the inspectors shall be to report by each and every vessel, and if necessary by cable, where practicable, on the sanitary condition of their respective districts, on the existence of contagious or infectious diseases within the same, on compliance by vessels with the regulations issued for their guidance, and to perform such other duties as may from time to time be required of them.

3. It is recommended that vessels engaged in this trade shall, whenever practicable, be manned by acclimated crews.

4. In the absence of yellow fever it is considered unnecessary to place any restrictions upon the manner of loading vessels, or upon the character of cargo carried, further than to rigidly exclude household effects, personal baggage, hides, hams, bones, and fertilizers.

5. After the discharge of the cargo every vessel shall be subjected to mechanical cleansing by washing, and afterwards thoroughly disinfected.

6. In the event of yellow fever occurring at any fruit port, trade with that port may be continued under the following additional precautions: Each vessel to be required to carry a duly accredited medical officer, whose duty it shall be to see that quarantine regulations are strictly carried out; no member of the crew shall be allowed to go ashore, nor anyone, except an acclimated loading crew, to come on board; the loading crew to be kept isolated in a locality sufficiently remote from the infected district, and while on board the vessel to be kept separate from the vessel's crew. Vessels are not allowed to remain at any wharf or near shore after sunset, but must anchor in the open bay at such distance from shore as may be prescribed by the medical officer in charge, and must not return before sunrise. The cargo carried shall be restricted to fruit, rubber, specie; rubber not to be packed in textile fabrics and specie to be disinfected by immersion in boiling water.

7. Should a vessel having yellow fever on board arrive with a cargo of fruit at quarantine station, the cargo may be discharged into lighters by acclimated laborers or by the crew, after which the vessel shall be subjected to the usual detention and disinfection, the clothing of the laborers to be disinfected by steam heat after the discharge of the cargo shall have been completed.

8. Any vessel engaged in the fruit trade which carries passengers shall forfeit all privileges and be subjected to the same quarantine restrictions as other vessels carrying passengers.

9. Inasmuch as the quarantine laws and regulations of the United States, as promulgated by the Secretary of the Treasury April 4th, 1893, are not in accord with certain of the foregoing propositions, it is recommended that such modifications be made in said laws as shall make them coincide with the views expressed by this conference.

Concurred in and adopted by the quarantine board of Mobile Bay April 18th, 1894, except as to recommendation No. 5, action on which was deferred.

Attest:

R. B. OWEN,
Secretary Quarantine Board of Mobile Bay.

I prepared and issued a letter of instructions, which I sent to the different medical agents representing the quarantine board of Mobile Bay, after having first shown it to the members of the board. I sent a copy of this letter to Dr. Pruitt, who was the medical agent of the quarantine board of Mobile Bay at Bluefields during the summer of 1894. This letter which I so sent was in words and figures as follows, viz:

OFFICE QUARANTINE BOARD,
Mobile, Ala., May —, 1894.

Dr. T. J. PRUITT, *Medical Agent, Bluefields.*

DEAR SIR: For your better guidance in the enforcement by you, as the agent of this board at Bluefields, Nicaragua, of the measures adopted by a conference of health and quarantine authorities held at New Orleans, February, 1894, and which have been approved by the board, I beg to communicate to you the following rules to govern vessels in the tropical-fruit trade between Mobile and Bluefields:

All vessels engaged in the tropical-fruit trade between Central American, West Indian, and South American ports and Mobile will be permitted to pass the Mobile Quarantine Station without detention longer than is necessary for a thorough daylight inspection by the quarantine physician, so long as a properly accredited medical agent of this board certifies that such ports and places are free from contagious and infectious disease, and provided said vessels shall conform to the following conditions:

1. They shall bring to this port as cargo only fruit, coffee, rubber, specie, and canned goods.
2. After leaving Mobile they shall not take passengers on board during any part of their trip, nor shall they bring passengers to Mobile unless by special permit from this board.
3. They shall carry an acclimated crew unless absolutely impracticable.
4. They shall not touch at any infected or suspected port, and shall have no communication with any vessel during the voyage except in case of distress.
5. They shall only touch at such ports or stations as are mentioned on their schedules, which latter shall be communicated to this board.
6. They shall be required to make a full disclosure, when arriving at your station and at the Mobile Quarantine Station, of all the ports and places they have visited on that voyage.
7. The taking on board of a crew of laborers known to be acclimated, and who permanently reside at the port where they take in cargo, will be permitted. This laboring crew must have as little intercourse or contact with the regular crew as possible. The captain or other officer may go ashore for the purpose of entering or clearing the vessel only. Any further communication with the shore or natives will be considered a violation of regulations, and vessel in default will be treated on arrival at the Mobile station as is provided in the general quarantine laws and regulations.
8. These vessels shall be cleansed and disinfected after the discharge of cargo at Mobile in such manner as the quarantine board may direct.

Any violation of the letter or spirit of the above-mentioned conditions will be taken by the quarantine board as a forfeiture by the vessel in default of all special privileges granted them under said conditions.

Trusting that the above will suffice to guide you intelligently in the performance of the duties with which you are charged,

I am, respectfully,

R. B. OWEN,
Executive Officer Quarantine Board of Mobile Bay.

The quarantine board of Mobile Bay, early in the summer of 1894, also caused to be prepared and furnished to its different medical agents in Central and South America printed blank certificates to be used by them in the performance of their duties, and these blanks were furnished to Dr. Pruitt for his use in keeping the quarantine board of Mobile Bay advised. The certificate which Dr. Pruitt sent on board the *Nicaragua* on the occasion in question was made upon one of these blanks, and his certificate was as follows (the portions in italic being in writing and all other portions being printed as a part of the blank), viz:

Bluefields, Nic., Aug. 14, 1894.

This is to certify that I have examined the *S. S. Nicaragua, G. A. Nicolaysen*, master, which arrived at *Bluefields* from Mobile the *8th* day of *August, 1894*. Her crew consists of *14* men and all are acclimated and are now in good health *except the cook, who has a slight attack of intermittent malarial fever*. Said *S. S. Nicaragua* is now in good sanitary condition, and after leaving Mobile for this port did not touch any infected or suspected port, nor had any communication with any vessel during the

voyage. She took no passengers on board for the voyage from Mobile, and has none on board now for the return voyage. She has now on board, for transportation to Mobile, a cargo consisting of *12,200 B. bananas.*

After careful observation and inquiry, I believe, and so certify, that said *S. S. Nicaragua*, her officers, and crew have complied with all the rules of the quarantine board of Mobile Bay to govern vessels engaged in the tropical fruit trade.

I further certify that the health of *Bluefields* and the adjacent country is good, and that no infectious or contagious disease prevails here or in adjacent places from which there is communication herewith.

Remarks: *This ship leaves with a passenger on board who tried to stow away—at least I could not find him when the crew was examined. He claims to be a refugee, and the captain, Nicolaysen, says he will put him aboard the American man-of-war outside the bluff. He caused me some trouble. This occurred after I had made out the above report, and I just mention it. Will write a full explanation in my next report.*

T. J. PRUITT, M. D.,
Medical Agent of the Quarantine Board of Mobile Bay at Bluefields, Nic.

The proclamation of the President, hereinabove set forth, was signed by the President and published in the newspapers for the information of the public.

The witness Dr. G. H. FOWLER testified as follows:

I have been quarantine physician in the Bay of Mobile seventeen or eighteen years, and since the creation of the quarantine board of Mobile Bay. The fruit vessels which entered Mobile during the summer of 1894 were inspected by me. I expected all vessels to bring a certificate, which they were required to bring, and I demanded always a certificate of the agent that was employed by the quarantine board, they having medical inspectors required to perform certain duties. I demanded a certificate from Captain Nicolaysen every voyage that he made after May 1st. He generally made the trip in about sixteen or seventeen days. The requirements that I made were simply to satisfy me that the law had been complied with—that is, all passengers were allowed to come under certain circumstances or conditions made when in Mobile—and I required him to satisfy me that they did have proper authority to pass and repass when there were passengers aboard; but I do not recollect Captain Nicolaysen bringing any passengers up that summer prior to McCafferty. I think he came to the quarantine station on August 19th, and I reported the fact to the board by wire, and was ordered to retain him. I think he was there three days in all. I think I disinfected him the second day he was there. The weather was very hot.

I got information of the quarantine regulations that I was to enforce through Mr. Owen, executive of the board. I furnished a copy of the proclamation of quarantine for 1894 to Captain Nicolaysen.

The steamer *Dumoise* brought a stowaway prior to this, and I detained her. My best recollection is that I gave Capt. Nicolaysen copy of the quarantine regulations for 1892, and also a copy of the regulations adopted at New Orleans.

The witness, Dr. T. J. PRUITT, testified in substance as follows:

I was the medical agent of the quarantine board of Mobile Bay at Bluefields during the summer of 1894, and I gave Capt. Nicolaysen a copy of the letter of instructions, and also a copy of the regulations adopted at the conference in New Orleans. This was prior to the transaction of August.

I was still medical agent at the time that McCafferty came on board of the *Nicaragua* in August, when the *Nicaragua* was bound for Mobile. I was on board when McCafferty came on board. Doctor Lerch was also on board, and wanted to be put on the ship's papers as ship's surgeon. Capt. Nicolaysen said he was willing to do so if I would give him a permit. I do not know how McCafferty wanted to go. It seemed that he wanted to get away from that port. No conversation took place between Captain Nicolaysen and myself, or between myself and any other person, as to the effect of bringing Mr. McCafferty to Mobile as a passenger upon the vessel. I did not know that Mr. McCafferty expected to go as a passenger until after I had made out my report. He was not in the cabin, where passengers usually are when I make out my report. I suppose it was a half or three-quarters of an hour after he came on board that I found him. I was in the cabin making out my report for half an hour, and discussing the question of whether Dr. Lerch could go as the ship's surgeon.

I saw the gentleman come aboard with the other gentlemen, that is, Dr. Lerch and Dr. Kuehn, the health officer, and he came up on deck and went through the cabin, and as Dr. Kuehn came up I was standing talking to Captain Nicolaysen, insid-

of the cabin, and Kuehn called Captain Nicolaysen aside, and those gentlemen went on through the door, and in a few minutes I went down in the cabin to make out my report and came upon deck to take account of the crew. When I came up on deck to count the crew this gentleman was not down in the cabin. I told the mate to get the men on deck so I could count them, and all of the crew came on deck, and I asked the mate whether he knew what had become of that stout, clean-shaven man that had come on board with the rest of the gentlemen, and he said he didn't know, and I asked the captain and he said he didn't know, and I then asked Dr. Kuehn and he said that he didn't even know the man, and after some little discussion there this man came on deck. I do not recollect who was there, nor did I hear anyone call him.

When he came on deck, he wanted to know what the delay was about and what was the discussion, and Dr. Kuehn said that the delay was caused by not knowing where he was, and that he had brought him on board, and that there was some mysterious circumstance connected with him. After a few minutes the gentleman came up and spoke up and said that he came on board with the understanding that everything was all right. This was one-half or three-quarters of an hour after Mr. McCafferty came aboard that he had been told to go forward, but that he was too much of a gentleman to do that. Then I asked the captain if that man expected to go to Mobile on his ship, and that if so, it would be necessary for me to make out another report. I do not remember exactly what the captain said, but he said that he promised some one that he would put the man on board the man-of-war, and I said, "Will you make that promise to me before you go?" He said, "Yes." I then said it was necessary to make out another report, and I went down and made out another report, and it was then that I added the remarks at the bottom of the report.

I do not remember hearing McCafferty say to the captain that he could send him ashore. The permits were issued by the quarantine board, and I only gave the health certificate. I did not notice where Mr. McCafferty came from when he came on board. The labor crew that loaded the ship were all on there and were getting ready to get their things off. They were on that part of she ship which is between the foresail and the main deck—on the bridge. I suppose there were twenty-five or thirty laborers and fourteen sailors, I think, including the captain. They generally get off as quickly as they can after the ship anchors. The sailors stayed in the forepart of the ship. I do not know exactly how many were on there when McCafferty came aboard.

McCafferty may have approached me at the door of the cabin, and Dr. Kuehn may have said, "McCafferty, Dr. Pruitt accuses me of bringing you aboard as a stowaway," but McCafferty did not, looking me in the face, say that the man who said that Dr. Kuehn had brought him aboard the steamer as a stowaway, or that any other man brought him as such, or that he was there as such, or that even Captain Nicolaysen regarded him in any other light than as a cabin passenger, sent aboard by his agent, Captain J. A. Petersen, spoke that which was false, nor did he say substantially that. He did not, looking me in the face, say that he would brand as a liar any man who made that statement in his presence. Dr. Kuehn did not say, "Pruitt, you hear that?" and I did not reply that I "could not find him." I do not remember whether Captain Nicolaysen turned to McCafferty and said: "Understanding all of the circumstances connected with you and your mission to the States, I specially requested Dr. Pruitt to issue a special certificate in your behalf. He has declined to do so. Owing to quarantine regulations I do not see how I can carry you to Mobile." I was still up there until we all went down in the cabin. I recollect Carl Brunsen being there. I heard him and Captain Nicolaysen having some conversation in Norwegian, but I could not understand it. I did not hear them say anything in English. I did not hear Brunsen urging the captain in English to bring McCafferty along as a passenger. Just as I was starting down to make out my report McCafferty said, "Dr. Pruitt, you are transcending your authority or duty as a physician;" and I replied that I knew my duty and was prepared to do it; but McCafferty did not then reply that I was exceeding my authority and was not a gentleman.

Captain Nicolaysen came and asked me to allow him to take McCafferty, and said that if I did not let him take McCafferty as a passenger I would not be doing right; that his life was in danger. I did not hear McCafferty say to Captain Nicolaysen, "Captain do your duty. If you order me ashore I will go ashore; I do not fear the consequences; I will know how to die." I did not hear the captain say, "No, I will not send you ashore; I will take you to the United States cruiser, and if her commander orders me to take you to Mobile I will do so," nor anything about taking him to Mobile if ordered to do so. When we were down in the cabin McCafferty said, "I want to say that when I came aboard everything was all right," but he did not say in substance that he wished to repeat in the presence of Dr. Kuehn, Mr. Seat,

and Mr. Petersen's chief clerk, that Captain J. A. Petersen sent him aboard the steamer as a passenger, and that any man who represented him otherwise would utter mischievous falsehoods. He did not call me a liar, or anything of the sort. I made no reply to him, but went on making out my report. Captain Nicolaysen asked me for a certificate of good health, addressed to Commander Sumner, but I said that I could not give it; that if he wanted a certificate Dr. Kuehn could give it. I do not remember whether the captain suggested putting him aboard the man-of-war or someone else. I do not know who sent for McCafferty at the time he came up. I do not know whether anyone saw him. McCafferty bore the reputation of being sharp and slick.

I practiced medicine both in Rama and Bluefields. They were about sixty miles apart. Dr. Kuehn practiced only in Bluefields. We have been unfriendly since this occurrence.

I have heard Captain B. B. Seat speak of Mr. McCafferty, and also Mr. Landrith. I cannot recollect any particular names now. These are the only two I can call to mind now. Bluefields has about three thousand or thirty-five hundred inhabitants. I know Mr. Clay Ingram—I know him when I see him, but I have not discussed Mr. McCafferty's reputation with him, nor did I have any discussion of this matter with Mr. Henry Nelson, but I believe I heard him say McCafferty was a sharp fellow. Mr. Laubenheimer was down there. I do not know whether he was looking up testimony in this case or not. I guess he was. I could not say whether he was inquiring about McCafferty's general reputation or not. I do not know. The people sort of laughed about the matter, and said that I got bluffed, and that there was one man who had gone to Mobile without a permit. I do not remember having any distinct discussion with Mr. Nelson. I do not remember when it was I heard him making the remark. It was before December 27th, 1894, and my conversation with Mr. Seat was before December 19th, 1894.

Witness being here shown a letter, testified that the signature was in handwriting of Captain Nicolaysen, and the letter was thereupon introduced in evidence, and was as follows, viz:

S. S. NICARAGUA, *Bluefields, August 14, 1894.*

J. W. SUMNER, *Commander U. S. C. Columbia.*

SIR: Captain McCafferty implores me to take him to Mobile as a passenger, or out to your ship for protection, his life being in danger. I am willing to take him to Mobile, if you order me to do so.

The quarantine doctor refuses to let him go without permission from the quarantine board—only "red tape"—and I expect your recommendation or order will square everything.

Excuse haste. I remain, sir, yours, obediently,

G. NICOLAYSEN, *Master S. S. Nicaragua.*

TESTIMONY ON THE PART OF THE DEFENDANT.

Deposition of H. Clay Ingram, taken by W. H. Jackson and J. Weinberger, in Bluefields, Nicaragua, Dec. 27, 1894.

DIRECT INTERROGATORIES, OBJECTIONS AND ANSWERS.

Intg. 1. Where do you reside? What is your age, business or occupation? Where did you reside during the summer of 1894?

A. Bluefields, Nicaragua; 50 years; merchant and planter; Bluefields, Nicaragua.

Intg. 2. Are you acquainted with J. A. Petersen, of Bluefields? How long have you known him? What business has he been engaged in since you have been acquainted with him? Has he, or not, held himself out as the agent of Orr & Laubenheimer at Bluefields? Has he, or not, been recognized as such agent? Has he not attended to all of the ship business of that firm in Bluefields?

(Libellant objects to the third question in the above interrogatory, and also to the fourth question therein, and also to the fifth and last question therein, on the ground that the same are immaterial, and, moreover, because the same calls for hearsay testimony and are leading.)

A. Yes. About twelve years ago. Trading, and as a merchant and planter. Yes. Yes. Yes.

Intg. 3. Did you, or not, know Mr. McCafferty, who in the summer of 1894 took passage from Bluefields to Mobile on the steamer *Nicaragua?*

A. Yes.

Intg. 4. Is it not a fact that Mr. McCafferty had, on account of correspondence which he maintained in New Orleans, Louisiana, become obnoxious to the Nica-

raguans at Bluefields? Is it not a fact that he was urged by Mr. J. A. Petersen to leave Bluefields and go to the United States of America?

(Libellant objects to the above interrogatory, because the same is immaterial throughout, and to each question therein severally on the same ground.)

A. I do not know, but it was generally reported so. I do not know.

Intg. 5. Is it not a fact that Mr. J. A. Petersen assisted Mr. McCafferty in arranging to leave Bluefields, and urged him to do so?

(Libellant objects to the above interrogatory on the same ground of immateriality and because the same is distinctly leading and shows the witness what answer is desired.)

A. I do not know.

Intg. 6. Please state fully any fact or circumstance that you may know, or any conversation that you have heard, in which Mr. J. A. Petersen took part, showing, or tending to show, that Mr. J. A. Petersen knew that Mr. McCafferty intended to go to the United States of America, or tending to show that Mr. Petersen knew that Mr. McCafferty intended to take passage on the *Nicaragua*, or some other vessel, under the control of the Orr & Laubenheimer Company, or showing, or tending to show, that Mr. Petersen arranged or agreed to such passage with Mr. McCafferty.

(Libellant objects to the above interrogatory because the same is immaterial, and because the same calls for hearsay testimony.)

A. I have never heard any conversation where Petersen was present, or took part referring to McCafferty in any way.

CROSS-INTERROGATORIES AND ANSWERS.

And not waiving the above objections but insisting upon the same, libellant propounds the following cross-interrogatories to all of said witnesses:

Intg. 1. Is not J. A. Petersen a partner in the firm styled Ebensperger & Co.? Has not that concern a business office at Bluefields? Has it not a cashier and bookkeeper who receives and keeps accounts of moneys received by said firm or in the said firm's business, or in the business transacted for others for said firm? Is not said firm of H. Ebensperger & Co. a concern which ordinarily attends to some matters of business for The Orr & Laubenheimer Co., limited, when none of the officers of The Orr & Laubenheimer Co., limited, are present? Does not that business which is so attended to consist of looking after custom-house notices and clearances and stevedoring and paying for the fruit and handling thereof laden on the vessels of said Orr & Laubenheimer Co., limited? Is not this substantially what you mean by attending to the ship business of that firm in Bluefields?

A. Yes. Yes. Yes. I believe so. Yes. Yes.

Intg. 2. Do you know that Carl Brunsen is only a clerk or runner employed in said house of H. Ebensperger & Co.? Was it not well known and generally reputed in Bluefields during the summer of 1894 that no vessel could bring passengers into the port of Mobile therefrom without a license or permit being first had by the vessel or passenger from the quarantine board of Mobile Bay, or from Dr. Pruitt, its agent at Bluefields? Was not this a generally well-known fact known to all of the shipmasters trading between Mobile and Bluefields?

A. I know that Carl Brunsen attends to the ship business of Petersen, and that he is related to Petersen, being a nephew. Yes. Yes.

Intg. 3. Is it not a fact that John McCafferty was taken from Bluefields on the *Nicaragua* during said summer, in or about the month of August, in despite of this well-known practice to require a permit and against the advice of Dr. Pruitt? Was not Dr. Pruitt the quarantine agent there for Mobile?

A. I know that McCafferty left Bluefields on the *Nicaragua*, but don't know if it was against the advice of Dr. Pruitt. Yes.

Intg. 4. Do you not know that John McCafferty was determined to get away from Bluefields at the time he left, and that Captain Nicolaysen declined to take him to Mobile because he had no such permit from the Mobile health authorities, but agreed to take him to the U. S. man-of-war and deliver him there, and then to take him to Mobile in case the officers of the man-of-war so instructed him? Did you not hear him say this, or as much as this? Did not said Nicolaysen decline to take him because he had no such permit? Did not Nicolaysen in the conversation you heard on the vessel, declare that he could not take him to Mobile because he had no such permit?

A. I knew that McCafferty was determined to get away from Bluefields, and I heard that Captain Nicolaysen declined to take him, but promised to put him on board the man-of-war. No. I heard so as a public rumor. I heard no conversation on board the *Nicaragua;* I wasn't there.

Intg. 5. If you undertake to say that you know how business was transacted in behalf of the Orr & Laubenheimer Company by Petersen, state fully and in detail whether or not he or his firm issued passage tickets to persons paying passage to go on libellant's vessels, and from what office were these tickets issued? Were they printed or written? Who handled the money for them? What was the price of them? Answer fully. Was it not the rule well known to the Orr & Laubenheimer Company and others operating ships between Bluefields and the Gulf ports of the United States that no person could be received aboard of one of those ships for carrying during the summer months unless he had authority from the health or quarantine authorities of the destined port, or their agent, whether his passage was paid or not?

A. I never saw any passage tickets or heard of any being issued to passengers by Petersen or his firm to any persons for passage on Orr & Laubenheimer's line of steamers. I don't know. I don't know. I don't know. Yes.

Intg. 6. If you say that McCafferty went aboard of the *Nicaragua* openly, was it in broad daylight and in full view of the persons ashore? Is it not a fact that John McCafferty did not go to the *Nicaragua* in the boat of Peterson or Ebensperger & Co., but that he went in Brown's or Harris's boat or the Bluefields banana boat? Did not Captain Petersen on that same day and about that same time send a boat to the *Nicaragua?* Is it not a fact that this man John McCafferty was on that boat and was not allowed to go upon her? If you say that you heard Carl Brunsen introduce McCafferty to Nicolaysen, please state precisely what the words of introduction were. If you say that you heard him urge Nicolaysen to take him to Mobile, give exactly, or as near as you can, the words used, as well by Brunsen as by Nicolaysen and by McCafferty himself. Is it not a fact that McCafferty did his own talking? Is not he a mouthy man, who generally does the bulk of his own talking, and did he not do it at this conversation?

A. I don't know. I don't know. I don't know. I didn't near him. I didn't hear. I don't know. He is a free talker. I know nothing of the said conversation.

Intg. 7. Have you not read McCafferty's statement about what occurred on the ship and in your presence? Do you not know that McCafferty's statement is untruthful and falsely colored? Could you read his statement of this transaction and dialogue as an honest man and swear that it was true as he states it?

A. No, for about two days after I was sent to Managua.

Intg. 8. If you say that McCafferty's general reputation as to truth and veracity was good, state with whom you have discussed his reputation. Name each person. Has each one of these persons believed in McCafferty's veracity and so announced his opinion? Have not many of these persons expressed to you their opinion that he was not reliable or truthful, or accurate, or entirely conscientious in his statements? Is he not regarded as a man who draws the long bow and talks wildly?

A. I have never heard his word doubted. I have never discussed his reputation for truth and veracity with any person. No.

Deposition of Henry Nelson, taken by W. H. Jackson and J. Weinberger, in Bluefields, Nicaragua, Dec. 28th, 1894.

Intg. 1. Where did you reside in the summer of 1894? Do you, or not, know one Carl Brunsen? Did you, or not, see Mr. John McCafferty at the time that he took passage for Mobile on the steamer *Nicaragua?* While said McCafferty was on the *Nicaragua* did you, or not, see Carl Brunsen speaking several times to Captain Nicolaysen, the master of the *Nicaragua?*

(Libellant objects to the third question in the above interrogatory to Henry Nelson on the ground that the testimony called for is wholly immaterial and not material to the issue, and because the same is leading.)

A. Bluefields, Nicaragua. Yes. Yes. I did.

Intg. 2. At the time that McCafferty was on board the *Nicaragua* were there, or not, a number of soldiers on the bluffs at Bluefields? How far were they from the *Nicaragua?* Was, or not, a person upon the *Nicaragua* in easy range of their rifles?

(Libellant objects to the above interrogatory because the same is absolutely immaterial and the answer thereto can not elucidate the issue in the cause.)

A. There was a number of soldiers on the bluff at the time. About four or five hundred feet. Yes.

CROSS-INTERROGATORIES AND ANSWERS.

And not waiving the above objections, but insisting upon the same, libellant propounds the following cross-interrogatories to all of said witnesses:

Intg. 1. Is not J. A. Petersen a partner in the firm styled Ebensperger & Co? Has

not that concern a business office at Bluefields? Has it not a cashier and bookkeeper who receives and keeps account of moneys received by said firm or in the said firm's business, or in the business transacted for others by said firm? Is not said firm of H. Ebensperger & Co. a concern which ordinarily attends to some matters of business for the Orr & Laubenheimer Co., Limited, when none of the officers of the Orr & Laubenheimer Co., Limited, are present? Does not that business which is so attended to consist of looking after custom-house notices and clearances and stevedoring, and paying for the fruit and handling thereof laden on the vessels of said Orr & Laubenheimer Co., Limited? Is not this substantially what you mean by attending to the ship business of that firm in Bluefields?

A. Yes. Yes. Yes. Yes. Yes. Yes.

Intg. 2. Do you not know that Carl Brunsen is only a clerk or runner employed in said house of H. Ebensperger & Co.? Was it not well known and generally reputed in Bluefields during the summer of 1894 that no vessel could bring passengers into the port of Mobile therefrom without a license or permit being first had by the vessel or passenger from the quarantine board of Mobile Bay, or from Dr. Pruitt, its agent at Bluefields? Was not this a generally well-known fact known to all the shipmasters trading between Mobile and Bluefields?

A. He does clerk duty and attends to the ship business during Petersen's absence. Yes. Yes.

Intg. 3. Is it not a fact that John McCafferty was taken from Bluefields on the *Nicaragua* during said summer, in or about the month of August, in despite of this well-known practice to require a permit and against the advice of Dr. Pruitt? Was not Dr. Pruitt the quarantine agent there for Mobile?

A. Mr. McCafferty went on the *Nicaragua*. I don't know if it was against Dr. Pruitt's advice. Yes.

Intg. 4. Do you not know that John McCafferty was determined to get away from Bluefields at the time he left, and that Captain Nicolaysen declined to take him to Mobile because had no such permit from the Mobile health authorities, but agreed to take him to the U. S. man-of-war and deliver him there, and then to take him to Mobile in case the officers of the man-of-war so instructed him? Did you not hear him say this, or as much as this? Did not said Nicolaysen decline to take him because he had no such permit? Did not Nicolaysen, in the conversation you heard on the vessel, declare that he could not take him to Mobile because he had no such permit?

A. I understood that Captain Nicolaysen did not care to take Mr. McCafferty, but promised to take him to the man-of-war, and I saw Captain Nicolaysen go out to the man-of-war and heave to and lay there some time; I can't say how long. Yes. Yes. Yes. Captain Nicolaysen told Carl Brunsen he wouldn't take him (McCafferty) to Mobile because he had no permit.

Intg. 5. If you undertake to say that you know how business was transacted in behalf of the Orr & Laubenheimer Company by Petersen, state fully and in detail whether or not he or his firm issued passage tickets to persons paying passage to go on libellant's vessels, and from what office were these tickets issued. Were they printed or written? Who handled the money for them? What was the price of them? Answer fully. Was it not the rule, well known to the Orr & Laubenheimer Company and others operating ships between Bluefields and the Gulf ports of the United States, that no person could be received aboard of one of those ships for carrying during the summer months unless he had authority from the health or quarantine authorities of the destined port, or their agent, whether his passage was paid or not?

A. I don't know that they issued tickets; never saw or heard of any. I don't know. I don't know. I don't know. Yes.

Intg. 6. If you say that McCafferty went aboard of the *Nicaragua* openly, was it in broad daylight and in full view of the persons ashore? Is it not a fact that John McCafferty did not go to the *Nicaragua* in the boat of Petersen or Ebensperger & Co., but that he went in Brown's or Harris' boat or the Bluefields' banana boat? Did not Captain Petersen on that same day and about that same time send a boat to the *Nicaragua*? Is it not a fact that this man John McCafferty was on that boat and was not allowed to go upon her? If you say that you heard Carl Brunsen introduce McCafferty to Nicolaysen, please state precisely what the words of introduction were. If you say you heard him urge Nicolaysen to take him to Mobile, give exactly, or as near as you can, the words used, as well by Brunsen as by Nicolaysen and by McCafferty himself. Is it not a fact that McCafferty did his own talking? Is not he a mouthy man, who generally does the bulk of his own talking, and did he not do it at this conversation?

A. Yes. I don't know what boat he came in. Yes. I don't know; there were two boats alongside when I went on board. I heard nothing of an introduction by Brun-

sen to Captain Nicolaysen, for they were all on board before I boarded. I didn't hear. I heard nothing of the kind. Everybody was talking, trying to get a permit from Dr. Pruitt. I was pilot, to take the ship over the bar. I did none of the talking. I was anxious to get under way and over the bar. I don't know.

Intg. 7. Have you not read McCafferty's statement about what occurred on the ship and in your presence? Do you not know that McCafferty's statement is untruthful and falsely colored? Could you read his statement of this transaction and dialogue as an honest man and swear that it was true as he states it?

A. No, sir. I do not. Not having read it; I can't say.

Intg. 8. If you say that McCafferty's general reputation as to truth and veracity was good, state with whom you have discussed his reputation. Name each person. Has each one of these persons believed in McCafferty's veracity and so announced his opinion? Have not many of these persons expressed to you their opinion that he was not reliable or truthful, or accurate, or entirely conscientious in his statements? Is he not regarded as a man who draws the long bow and talks wildly?

A. I have never discussed his reputation as to truth and veracity. I never heard it questioned. No person. I don't know; never heard anything of the kind.

Deposition of Rolando Kuehn, taken by W. H. Jackson and J. Weinberger, in Bluefields, Nicaragua, Dec. 27, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 1. Do you remember the occasion of Mr. McCafferty's boarding the steamer *Nicaragua*, at Bluefields, to come to Mobile? How did Mr. McCafferty get from the land at Bluefields to the *Nicaragua?* If you say in a boat, state in what boat he went. Did he go secretly or openly? Did he, or not, carry any baggage on board the *Nicaragua?* If so, what baggage did he so carry on board the *Nicaragua?* Who, if anyone, went on board the *Nicaragua* with McCafferty?

A. I do. He went in an ordinary lighter. A lighter belonging to Brown & Harris, named *Allie B.* He went openly, in the presence of the agent, J. A. Petersen. He carried his valise and a large leather bag of ore. Dr. Otto Lerch, Willie Seat, myself.

Intg. 2. When McCafferty boarded the *Nicaragua*, who, if anyone, introduced him to Captain Nicolaysen, the master of the *Nicaragua?* Was there at that time any considerable feeling at Bluefields against Mr. McCafferty? If so, who or what party of persons entertained this feeling against him? Had any threats been made against him? If so, by what person or party?

(Libellant objects to the first question in the above interrogatory to Rolando Kuehn because the same assumes an introduction, and because the same calls for immaterial testimony. Libellant objects to the second question in the above interrogatory for immateriality. And on the same ground they object to the third, fourth, and fifth questions severally in said interrogatory. And they object to the entire interrogatory for immateriality.)

A. I introduced McCafferty to Captain Nicolaysen, the master of the *Nicaragua.* Yes. Nicaraguans. Yes. Gen'l Carlos A. Lacayo. Henriquez, of the firm of Henriquez & Smith.

Intg. 3. At the time McCafferty was aboard the *Nicaragua* was there, or not, any soldiers on the wharf or dock at Bluefields? If so, to what party did they belong? How far away were they from the deck of the *Nicaragua?*

(Libellant objects to the above interrogatory because the same is wholly immaterial.)

A. There was one hundred soldiers at the bluff, about fifty or sixty yards from where the *Nicaragua* lay. Nicaraguans. About fifty or sixty yards.

Intg. 4. Do you know Carl Brunsen? If you do, then state what is his business or occupation? Is he, or not, connected in any way in business with J. A. Petersen? If he is, how is he connected with said Petersen in business? Does he, or not, attend to the ship's business for Petersen?

(Libellant objects to the above interrogatory because the same is wholly immaterial, and they object to the last question therein particularly also because the same distinctly evinces the answer desired of the witnesses.)

A. I do. Chief clerk for H. Ebensperger & Co. As chief clerk. In no other way than as chief clerk and manager attending to the business connected with the steamship line of which Petersen is the agent; in fact, as confidential man. Yes.

Intg. 5. Do you know J. A. Petersen? In what business is he engaged? What, if any, connection has he or his firm with the Orr & Laubenheimer Company, Ltd.? Does he, or not, attend to all of their ship's business at Bluefields? Is he, or not, held out, treated, and regarded in Bluefields as the general business agent of the Orr & Laubenheimer Company?

(Libellant objects to the third question in the above interrogatory, and to the fourth question therein, because the same calls for the witness's conclusions and not for facts, and because no predicate is laid for examination of witnesses thereon, and because the same is immaterial. And they object to the last question in said interrogatory because the same is immaterial, is grossly leading, and calls for hearsay testimony.)

A. Yes. Agent for Orr & Laubenheimer's line of steamers. Merchant and planter. Bluefields agent. Yes. Yes; he is.

Intg. 6. Did, or not, J. A. Petersen know that Mr. McCafferty was going to the United States? Did J. A. Petersen know that Mr. McCafferty was about to take passage upon the *Nicaragua?* Did you, or not, see Mr. Petersen and Mr. McCafferty together shortly before Mr. McCafferty went to the *Nicaragua?* Did, or not, Mr. McCafferty bid Mr. Petersen good-bye before going aboard the *Nicaragua?* Did, or not, Mr. Petersen shake hands with him as he left?

(Libellant objects to the first question in the above interrogatory on the ground that the same calls for testimony as to the knowledge of a third person and is incompetent as asked. And so, on the same ground, they object to the second question of the said interrogatory, and on the further ground that both of said questions are immaterial. And they object to the third question on the same ground, and to all three of the said questions on the ground that they are leading. They object to the entire interrogatory because the same is immaterial.)

A. Yes. Yes. Yes. Yes. Yes. He did.

Intg. 7. Did you hear Carl Brunsen talking to Captain Nicolaysen about taking Mr. McCafferty to Mobile? If you heard such a conversation, what was the purport of the conversation? Was, or not, Carl Brunsen urging Captain Nicolaysen to take McCafferty to Mobile? Where did such conversation take place? Where was Mr. McCafferty at this time?

(Libellant objects to the first question in the above interrogatory, because the same is immaterial, and because it is leading, and to the entire interrogatory because the same is immaterial; and they object to the third question in the said interrogatory also, because it is leading.)

A. Yes, I saw them in an animated conversation. I heard Captain Nicolaysen say, "Is this the way Captain Petersen does when there is trouble, and he is not around?" I think he was. On the deck of the *Nicaragua*, and also down below in the saloon. On deck and in the saloon.

Intg. 8. What is your business, or profession? Where did you reside during the summer of 1894? During that season had, or not, Mr. McCafferty been exposed to yellow fever, or other contagious disease?

(Libellent objects to the second question in the above interrogatory, because the same is wholly immaterial.)

A. Physician and surgeon. I was at that time port surgeon. Bluefields, Nicaragua. No.

Intg. 9. Did you, or not, hear any conversation between Mr. McCafferty and Dr. Pruitt about Mr. McCafferty's being a stowaway on the *Nicaragua?* If you heard such conversation, state what was said by each party to such conversation.

(Libellant objects to the entire above interrogatory because the same is immaterial.)

A. Yes. Dr. Pruitt insinuated to me that McCafferty was a stowaway on board the *Nicaragua*. I said to McCafferty, "Do you hear that? Dr. Pruitt insinuates that you are a stowaway." McCafferty then spoke to Dr. Pruitt and said: "If you or anyone else insinuates that I am a stowaway here, you say what is wilfully untrue. I am a passenger, and was introduced to the captain by Dr. Kuehn."

Intg. 10. How long had you known McCafferty prior to his taking passage for Mobile upon the *Nicaragua?* What had been his general reputation as to truth and veracity or otherwise?

A. About a year. Good.

CROSS-INTERROGATORIES AND ANSWERS.

And not waving the above objections but insisting upon the same, libellant propounds the following cross-interrogatories to all of said witnesses:

Intg. 1. Is not J. A. Petersen a partner in the firm styled Ebensperger & Co.? Has not that concern a business office at Bluefields? Has it not a cashier and bookkeeper who receives and keeps account of moneys received by said firm, or in the said firm's business, or in the business transacted for others for said firm? Is not said firm of H. Ebensperger & Co. a concern which ordinarily attends to some matters of business for the Orr & Laubenheimer Co., Limited, when none of the officers of the Orr & Laubenheimer Co., Limited, are present? Does not that business, which is so attended to, consist of looking after custom-house notices, and clearances, and

stevedoring, and paying for the fruit, and handling thereof, laden on the vessels of said Orr & Laubenheimer Co., Limited? Is not this substantially what you mean by attending to the ship business of that firm in Bluefields?

A. Yes. Yes. Yes. Yes. Yes. Yes.

Intg. 2. Do you not know that Carl Brunsen is only a clerk or runner employed in said house of H. Ebensperger & Co.? Was it not well known and generally reputed in Bluefields during the summer of 1894 that no vessel could bring passengers into the port of Mobile therefrom without a license or permit being first had by the vessel or passenger from the quarantine board of Mobile Bay, or from Dr. Pruitt, its agent at Bluefields? Was not this a generally well-known fact known to all of the ship-masters trading between Mobile and Bluefields?

A. Yes, and he takes the place of Captain Petersen when he is away, and he generally manages the business for the firm. Yes. Yes.

Intg. 3. Is it not a fact that John McCafferty was taken from Bluefields on the *Nicaragua* during said summer, in or about the month of August, in despite of this well-known practice to require a permit and against the advice of Dr. Pruitt? Was not Dr. Pruitt the quarantine agent there for Mobile?

A. John McCafferty was taken from Bluefields on the *Nicaragua* in the month of August, but not against the advice of Dr. Pruitt. I asked Dr. Pruitt if he had any objections to Dr. Lerch and John McCafferty going on the steamer. He said: "I have no objections; I shall simply report it." Yes.

Intg. 4. Do you not know that John McCafferty was determined to get away from Bluefields at the time he left, and that Captain Nicholaysen declined to take him to Mobile because he had no such permit from the Mobile health authorities, but agreed to take him to the U. S. man-of-war and deliver him there, and then to take him to Mobile in case the officers of the man-of-war so instructed him? Did you not hear him say this, or as much as this? Did not Nicolaysen decline to take him because he had no such permit? Did not Nicolaysen, in the conversation you heard on the vessel, declare that he could not take him to Mobile because he had no such permit?

A. I only know that Captain Nicolaysen refused to take Dr. Lerch, but agreed to take McCafferty to the U. S. man-of-war *Columbia*, and I suppose that is what he intended to do. Yes. Yes.

Intg. 5. If you undertake to say that you know how business was transacted in behalf of the Orr & Laubenheimer Company by Petersen, state fully and in detail whether or not he or his firm issued passage tickets to persons paying passage to go on libellant's vessels, and from what office were these tickets issued. Were they printed or written? Who handled the money for them? What was the price of them? Answer fully. Was it not the rule well known to the Orr & Laubenheimer Company and others operating ships between Bluefields and the Gulf ports of the United States that no person could be received aboard of one of those ships for carrying during the summer months unless he had authority from the health or quarantine authorities of the destined port, or their agent, whether his passage was paid or not?

A. I know nothing of how the business of Petersen, transacted in behalf of the Orr & Laubenheimer Company, was conducted. I never saw or heard of any tickets being issued to passengers for their passage on libellant's vessels. I don't know. I don't know. I don't know. I believe that if there were printed tickets I would know it. Yes; it was well known to everybody.

Intg. 6. If you say that McCafferty went aboard of the *Nicaragua* openly, was it in broad daylight and in full view of the persons ashore? Is it not a fact that John McCafferty did not go to the *Nicaragua* in the boat of Petersen or Ebensperger & Co., but that he went in Brown's or Harris's boat or the Bluefields banana boat? Did not Captain Petersen, on that same day and about that same time, send a boat to the *Nicaragua*? Is it not a fact that this man John McCafferty was on that boat and was not allowed to go upon her? If you say that you heard Carl Brunsen introduce McCafferty to Nicolaysen, please state precisely what the words of introduction were. If you say you heard him urge Nicolaysen to take him to Mobile, give exactly, or as near as you can, the words used, as well by Brunsen as by Nicolaysen, and by McCafferty himself. Is it not a fact that McCafferty did his own talking? Is he not a mouthy man who generally does the bulk of his own talking, and did he not do it at this conversation?

A. Yes. He went in Brown & Harris' boat. Brown & Harris loaded the *Nicaragua* that trip. Yes. I was on the wharf when McCafferty and Captain Petersen came down. I was there until we all went on board—that is, Dr. Lerch, McCafferty, and myself—in Brown & Harris' boat. I did not see McCafferty get on board Petersen's boat, nor did I hear him refused passage on same. McCafferty was the only man Captain Petersen shook hands with on the wharf. Carl Brunsen was the only person

who went on board in Petersen's boat. I did not hear him, and don't know that he did. I thought, or inferred, by the way they were talking that Brunsen was urging Captain Nicolaysen to take McCafferty, but I heard nothing of the conversation. Yes. After Captain Nicolaysen and Brunsen had finished their conversation, and Dr. Pruitt had insinuated he was a stowaway, McCafferty did the bulk of his own talking.

Intg. 7. Have you not read McCafferty's statement about what occurred on the ship and in your presence? Do you not know that McCafferty's statement is untruthful and falsely colored? Could you read his statement of this transaction and dialogue as an honest man and swear that it was true as he states it?

A. I have not read his statement, but have read a newspaper article. I do not. I have not read his statement and dialogue. The newspaper article in the Mobile paper is, so far as I know, true. I think the paper was the Mobile Register.

Intg. 8. If you say that McCafferty's general reputation as to truth and veracity was good, state with whom you have discussed his reputation. Name each person. Has each one of these persons believed in McCafferty's veracity and so announced his opinion? Have not many of these persons expressed to you their opinion that he was not reliable, or truthful, or accurate, or entirely conscientious in his statements? Is he not regarded as a man who draws the long bow and talks wildly?

A. I discussed McCafferty's reputation with Poeting, a German engineer, and Henry Carlos, a mine owner, and O. O. Hill, a mine owner. Poeting doubted; the others were favorable. There was a personal hatred between Poeting and McCafferty, Poeting being intensely Nicaraguan, and believed that McCafferty was against him. No, excepting Poeting. No.

Intg. 9. Is it not the general opinion of the community at Bluefields that the town is more peaceful and better off since John McCafferty removed his presence therefrom? Was he not recognized as a menace to good order and to good government and a breeder of sedition and starter up of a strife while he was in Bluefields? What was his recognized business in Bluefields beyond this being anything?

A. There is no general opinion in Bluefields. If people have any opinion, they are afraid to express it.

Deposition of E. T. Ryder, taken by W. H. Jackson and J. Weinberger, in Bluefields, Nicaragua, December 27th, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 1. Where do you reside, and what is your age and occupation? Were you, or not, in Bluefields on or about the 14th day of August, 1894? Do you know J. A. Petersen, Carl Brunsen, John McCafferty, and Captain Nicolaysen, master of the steamship *Nicaragua*?

A. Bluefields, Nicaragua. Forty-two years. Mariner. Yes. Yes.

Intg. 2. Were you present on or about said 14th day of August, 1894, when John McCafferty went on board of the *Nicaragua* to take passage for Mobile? If so, then please state whether or not, at the time that said McCafferty left the wharf at Bluefields, you saw J. A. Petersen on such wharf? Did you or not see him in conversation with Mr. McCafferty?

A. Yes. I was on board the *Nicaragua* as pilot. No.

Intg. 3. Did you, or not, see Mr. McCafferty go on board of any boat for the purpose of being carried to the *Nicaragua?* If so, please state in what boat he was, and who, if anyone, was in the boat with him. Did he, or not, carry any baggage to the said *Nicaragua?* Did he board said vessel openly or in a secret manner?

A. No. I saw McCafferty come on board in a boat; I can't say which boat he came in; there were two boats came alongside at the same time; I thought at that time that he came on Petersen's boat. I don't know. Openly.

Intg. 4. Did, or not, J. A. Petersen, prior to August 14th, 1894, and at that time, represent The Orr & Laubenheimer Company at Bluefields in regard to their fruit vessels? Was he, or not, generally understood and held out to the community as the agent of said company in these matters?

(Libellant objects to the above interrogatory, because the same is immaterial and is leading, and to the last question therein, because the same calls for hearsay testimony.)

A. I only know by hearsay that he did. Yes. Memo.—Since I have answered the first question in Interrogatory 4 I recall a transaction I had with Capt. Petersen, by which I do know that J. A. Petersen did represent the Orr & Laubenheimer Company at that time.

CROSS-INTERROGATORIES AND ANSWERS.

And not waiving the above objections, but insisting upon the same, libellant propounds the following cross-interrogatories to all of said witnesses:

Intg. 1. Is not J. A. Petersen a partner in the firm styled Ebensperger & Co.? Has not that concern a business office at Bluefields? Has it not a cashier and bookkeeper who receives and keeps accounts of moneys received by said firm, or in the said firm's business, or in the business transacted for others for said firm? Is not said firm of H. Ebensperger & Co. a concern which ordinarily attends to some matters of business for The Orr & Laubenheimer Co., Limited, when none of the officers of The Orr & Laubenheimer Co., Limited, are present? Does not that business which is so attended to consist of looking after custom-house notices and clearances and stevedoring and paying for the fruit and handling thereof laden on the vessels of said Orr & Laubenheimer Co., Limited? Is not this substantially what you mean by attending to the ship business of that firm in Bluefields?

A. Yes. Yes. Yes. Yes. Yes. Yes.

Intg. 2. Do you not know that Carl Brunsen is only a clerk or runner employed in said house of H. Ebensperger & Co.? Was it not well known and generally reputed in Bluefields during the summer of 1894 that no vessel could bring passengers into the port of Mobile therefrom without a license or permit being first had by the vessel or passenger from the quarantine board of Mobile Bay, or from Dr. Pruitt, its agent at Bluefields? Was not this a generally well-known fact known to all of the shipmasters trading between Mobile and Bluefields?

A. Yes. I never knew he was anything else. Yes. Yes.

Intg. 3. Is it not a fact that John McCafferty was taken from Bluefields on the *Nicaragua* during said summer, in or about the month of August, in despite of this well-known practice to require a permit and against the advice of Dr. Pruitt? Was not Dr. Pruitt the quarantine agent there for Mobile?

A. I know McCafferty went on board the *Nicaragua;* whether he went out in her or not I don't know. I don't know that he went contrary to the advice of Dr Pruitt. Yes.

Intg. 4. Do you not know that John McCafferty was determined to get away from Bluefields at the time he left, and that Captain Nicolaysen declined to take him to Mobile because he had no such permit from the Mobile health authorities, but agreed to take him to the U. S. man-of-war and deliver him there, and then to take him to Mobile in case the officers of the man-of-war so instructed him? Did you not hear him say this, or as much as this? Did not said Nicolaysen decline to take him because he had no such permit? Did not Nicolaysen, in the conversation you heard on the vessel, declare that he could not take him to Mobile because he had no such permit?

A. I don't know. No. I don't know. I heard no conversation between McCafferty and Capt. Nicolaysen on board the vessel.

Intg. 5. If you undertake to say that you know how business was transacted in behalf of the Orr & Laubenheimer Company by Petersen, state fully and in detail whether or not he or his firm issued passage tickets to persons paying passage to go on libellant's vessels, and from what office were these tickets issued? Were they printed or written? Who handled the money for them? What was the price of them? Answer fully. Was is not the rule well known to the Orr & Laubenheimer Company and others operating ships between Bluefields and the Gulf ports of the United States that no person could be received aboard of one of those ships for carrying during the summer months unless he had authority from the health or quarantine authorities of the destined port, or their agent, whether his passage was paid or not?

A. I know nothing of tickets being issued by Petersen to passengers; I have never heard of or seen any. I don't know. I don't know. I don't know. I don't know.

Intg. 6. If you say that McCafferty went aboard of the *Nicaragua* openly, was it in broad daylight and in full view of the persons ashore? Is it not a fact that John McCafferty did not go to the *Nicaragua* in the boat of Petersen or Ebensperger & Co., but that he went in Brown's or Harris's boat or the Bluefields' banana boat? Did not Captain Petersen on that same day and about that same time send a boat to the *Nicaragua?* Is it not a fact that this man John McCafferty was on that boat and was not allowed to go upon her? If you say that you heard Carl Brunsen introduce McCafferty to Nicolaysen, please state precisely what the words of introduction were. If you say you heard him urge Nicolaysen to take him to Mobile, give exactly, or as near as you can, the words used, as well by Brunsen as by Nicolaysen and by McCafferty himself. Is it not a fact that McCafferty did his own talking? Is not he a mouthy man who generally does the bulk of his own talking, and did he not do it at this conversation?

A. Yes. I don't know. The *Carrie P.* came alongside at the same time; I don't know who she belongs to. I don't know; I was on the ship. I heard no introduction of McCafferty to Capt. Nicolaysen. I did not hear him. I didn't hear him speak. I don't know.

Intg. 7. Have you not read McCafferty's statement about what occurred on the ship and in your presence? Do you not know that McCafferty's statement is untruthful and falsely colored? Could you read his statement of this transaction and dialogue as an honest man and swear that it was true as he states it?

A. I read it in a newspaper; am not certain what paper. No. I don't know. I couldn't swear, as I know nothing of the matter.

Intg. 8. If you say that McCafferty's general reputation as to truth and veracity was good, state with whom you have discussed his reputation. Name each person. Has each one of these persons believed in McCafferty's veracity and so announced his opinion? Have not many of these persons expressed to you their opinion that he was not reliable, or truthful, or accurate, or entirely conscientious in his state ments? Is he not regarded as a man who draws the long bow and talks wildly?

A. I don't know McCafferty's reputation for truth and veracity; I never discussed it. Not to my knowledge.

Deposition of E. Pelletier, taken by W. H. Jackson and J. Weinberger, in Bluefields, Nicaragua, Dec. 27, 1894.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 1. Where do you reside, and what is your age and occupation? Were you, or not, in Bluefields on or about the 14th day of August, 1894? Do you know J. A. Petersen, Carl Brunsen, John McCafferty, and Captain Nicolaysen, master of the steamship *Nicaragua?*

A. Bluefields. 33 years. Manager for the loading plant of Brown & Harris. Yes. Yes.

Intg. 2. Were you present on or about said 14th day of August, 1894, when John McCafferty went on board of the *Nicaragua* to take passage for Mobile? If so, then please state whether or not at the time that said McCafferty left the wharf at Bluefields, you saw J. A. Petersen on such wharf. Did you, or not, see him in conversation with Mr. McCafferty?

A. Yes. I was not on the wharf; I was on board the *Nicaragua*. No.

Intg. 3. Did you, or not, see Mr. McCafferty go on board of any boat for the purpose of being carried to the *Nicaragua?* If so, please state in what boat he was, and who, if anyone, was in the boat with him. Did he, or not, carry any baggage to the said *Nicaragua?* Did he board said vessel openly or in a secret manner?

A. No. I saw Captain McCafferty come on board, and to the best of my knowledge it was in Brown & Harris's boat. A German doctor, unknown to me, and Dr. Rolando Kuehn. Yes. I don't think there was anything secret in the matter. I saw him, and so did others who were on board.

Intg. 4. Did, or not, J. A. Petersen, prior to August 14th, 1894, and at that time, represent the Orr & Laubenheimer Company at Bluefields in regard to their fruit vessels? Was he, or not, generally understood and held out to the community as the agent of said company in these matters?

(Libellant objects to the above interrogatory, because the same is immaterial and is leading, and to the last question therein, because the same calls for hearsay testimony.)

A. To the best of my knowledge, yes. Yes.

CROSS INTERROGATORIES AND ANSWERS.

And not waiving the above objections but insisting upon the same, libellant propounds the following cross-interrogatories to all of said witnesses:

Intg. 1. Is not J. A. Petersen a partner in the firm styled Ebensperger & Co.? Has not that concern a business office at Bluefields? Has it not a cashier and bookkeeper who receives and keeps account of moneys received by said firm or in the said firm's business, or in the business transacted for others for said firm? Is not said firm of H. Ebensperger & Co. a concern which ordinarily attends to some matters of business for the Orr & Laubenheimer Co., limited, when none of the officers of the Orr & Laubenheimer Co., limited, are present? Does not that business which is so attended to consist of looking after custom-house notices and clearances and stevedoring, and paying for the fruit and handling thereof laden on the vessels of said Orr & Laubenheimer Co., limited? Is not this substantially what you mean by attending to the ship business of that firm in Bluefields?

A. Yes. I believe so. Yes. Yes. Yes. Yes. Yes.

Intg. 2. Do you not know that Carl Brunsen is only a clerk or runner employed in said house of H. Ebensperger & Co.? Was it not well known and generally reputed in Bluefields during the summer of 1894 that no vessel could bring passengers into the port of Mobile therefrom without a license or permit being first had by the vessel or passenger from the quarantine board of Mobile Bay, or from Dr. Pruitt, its agent at Bluefields? Was not this a generally well-known fact known to all of the shipmasters trading between Mobile and Bluefields?

A. I only know him as a clerk; I know that he comes to the consulate and gets the necessary clearances and papers for the steamers. Yes. Yes.

Intg. 3. Is it not a fact that John McCafferty was taken from Bluefields on the *Nicaragua* during said summer, in or about the month of August, in despite of this well-known practice to require a permit and against the advice of Dr. Pruitt? Was not Dr. Pruitt the quarantine agent there for Mobile?

A. I know that Mr. Cafferty left Bluefields on the *Nicaragua* about August, 1894. I don't know if it was against the advice of Dr. Pruitt. Yes.

Intg. 4. Do you not know that John McCafferty was determined to get away from Bluefields at the time he left, and that Captain Nicolaysen declined to take him to Mobile because he had no such permit from the Mobile health authorities, but agreed to take him to the U. S. man-of-war and deliver him there, and then to take him to Mobile in case the officers of the man-of-war so instructed him? Did you not hear him say this, or as much as this? Did not said Nicolaysen decline to take him because he had no such permit? Did not Nicolaysen, in the conversation you heard on the vessel, declare that he could not take him to Mobile because he had no such permit?

A. I know nothing of any conversation between McCafferty and Captain Nicolaysen, as I left the ship in Brown & Harris' boat as soon as she came alongside. I don't know. I heard no conversation.

Intg. 5. If you undertake to say that you know how business was transacted in behalf of the Orr & Laubenheimer Company by Petersen, state fully and in detail whether or not he or his firm issued passage tickets to persons paying passage to go on libellant's vessels, and from what office were these tickets issued. Were they printed or written? Who handled the money for them? What was the price of them? Answer fully. Was it not the rule well known to the Orr & Laubenheimer Company and others operating ships between Bluefields and the Gulf ports of the United States that no person could be received aboard of one of those ships for carrying during the summer months unless he had authority from the health or quarantine authorities of the destined port, or their agent, whether his passage was paid or not?

A. I don't know of any tickets being issued to passengers; never heard of any. I don't know. I don't know. I don't know. Yes.

Intg. 6. If you say that McCafferty went aboard of the *Nicaragua* openly, was it in broad daylight and in full view of the persons ashore? Is it not a fact that John McCafferty did not go to the *Nicaragua* in the boat of Petersen or Ebensperger & Co., but that he went in Brown's or Harris' boat or the Bluefields banana boat? Did not Captain Petersen on that same day and about that same time send a boat to the *Nicaragua*? Is it not a fact that this man John McCafferty was on that boat and was not allowed to go upon her? If you say that you heard Carl Brunsen introduce McCafferty to Nicolaysen, please state precisely what the words of introduction were. If you say you heard him urge Nicolaysen to take him to Mobile, give exactly, or as near as you can, the words used, as well by Brunsen as by Nicolaysen and by McCafferty himself. Is it not a fact that McCafferty did his own talking? Is he not a mouthy man who generally does the bulk of his own talking, and did he not do it at this conversation?

A. It was broad daylight when he came aboard the ship. To the best of my knowledge, he came on board in the Brown & Harris boat. His own boat came out. I don't know. I heard no introduction of McCafferty to Captain Nicolaysen. I did not hear. I don't know. He is a very fluent talker.

Intg. 7. Have you not read McCafferty's statement about what occurred on the ship and in your presence? Do you not know that McCafferty's statement is untruthful and falsely colored? Could you read his statement of this transaction and dialogue as an honest man and swear that it was true as he states it?

A. I have seen a published statement of McCafferty's in the newspaper, either a Mobile or New Orleans paper, I am not positive which; what I read did not occur in my presence. No. I can not swear, as nothing occurred on board in my presence; I had left for the shore.

Intg. 8. If you say that McCafferty's general reputation as to truth and veracity was good, state with whom you have discussed his reputation. Name each person. Has each one of these persons believed in McCafferty's veracity and so announced

his opinion? Have not many of these persons expressed to you their opinion that he was not reliable or truthful, or accurate, or entirely conscientious in his statements? Is he not regarded as a man who draws the long bow and talks wildly?

A. I have never discussed the veracity and truth of McCafferty. I was not called upon to discuss it, as it was not necessary. No person has announced his opinion to me. No person has expressed an opinion to me that he was not reliable or truthful, accurate or conscientious. I do not know how he is regarded in that respect.

Deposition of Dr. Otto Lerch, taken by J. T. Whitaker, in New Orleans, La., Jany. 7th, 1895.

DIRECT INTERROGATORIES, OBJECTIONS, AND ANSWERS.

Intg. 1. What is your business or profession? How long have you followed it? Were you or not, in the summer of 1894, at Bluefields? Where did you spend your summer in 1894? State the various places you visited during that time.

A. I am a geologist. I have followed it about five years. I was at Bluefields in the summer of 1894. I spent the summer in northeastern Nicaragua. I visited Bluefields and the northeastern interior.

Intg. 2. Were you acquainted with Mr. J. A. Petersen at Bluefields; if so, then please state whether or not he held himself out as, and was generally considered to be, the agent of Orr & Laubenheimer at that place. Did he, or not, attend to their ships' business there?

(Libellant objects to the above interrogatory to the witness, Otto Lerch, save in so far as the same asks whether witness was acquainted with J. A. Petersen, on the ground that the same is immaterial, and particularly objects to so much thereof as asks whether or not J. A. Petersen held himself out as, and was generally considered to be, the agent of Orr & Laubenheimer at Bluefields, on the ground that the same is immaterial and is besides leading.

A. I was introduced to Mr. Petersen at Bluefields. He was an agent of some ship—what line I do not know. I do not know if he attended to Orr & Laubenheimer's ship business there.

Intg. 3. Did you, or not, know a Mr. John McCafferty, who took passage from Bluefields to Mobile on the steamship *Nicaragua?* How far from the wharf or dock was the *Nicaragua* lying at the time that Mr. McCafferty took passage upon her? How did Mr. McCafferty get from the wharves at Bluefields to the *Nicaragua?* If you say he went in a boat, please state whose boat it was, and who, if any, were the other persons in said boat.

A. I was introduced to Mr. McCafferty at Bluefields. The *Nicaragua* was lying at the bluff, about seven miles from Bluefields across the lagoons. He got to the *Nicaragua* in an open sailing boat. I do not know whose boat it was. Dr. Kuehn, the son of Captain Seat (United States consul), Mr. McCafferty, myself, and the boatman were the parties in the boat.

Intg. 4. At the time Mr. McCafferty started from the wharf at Bluefields to take passage on the *Nicaragua*, did you, or not, see Mr. J. A. Petersen? If you saw him on, or near, the wharf, then please state whether, or not, you saw Mr. McCafferty in conversation with him. What seemed to be the character of the conversation at that time?

(Libellant objects to the third question in the above interrogatory, because the same is altogether incompetent and asks for no facts within the witness' knowledge, but for his surmises as to what seemed to him.)

A. Yes; I saw Mr. Petersen at that time, and I saw Mr. McCafferty in conversation with him. The conversation seemed to be of a most friendly character.

Intg. 5. Did Mr. McCafferty go aboard the *Nicaragua* secretly or openly? Did he, or not, carry any trunk or other baggage with him? If he did, what was the character of the baggage he took aboard the *Nicaragua* with him?

A. He was with me in the open boat. Everyone saw him—he went openly. I only remember a leather trunk of a good size that he had. It appeared quite heavy.

Intg. 6. Who, if anyone, introduced Mr. McCafferty to Captain Nicolaysen on board the *Nicaragua?* After Mr. McCafferty had boarded the *Nicaragua*, did you, or not, hear any conversation between him and Dr. Pruitt about Mr. McCafferty? What, if any, such conversation did you overhear?

A. Dr. Kuehn introduced Mr. McCafferty to Captain Nicolaysen. I heard the conversation between Dr. Pruitt and Mr. McCafferty. It was of an exciting character. I did not pay special attention to it.

Intg. 7. Do you know one Carl Brunsen; if so, did he not go aboard the *Nicaragua* about the same time that Mr. McCafferty went aboard her? Did you, or not, see

him in conversation with Captain Nicolaysen? If yea, then please state what, if any, conversation you heard between Captain Nicolaysen and Mr. Carl Brunsen.

(Libellant objects to the third question in the above interrogatory and also to the second question therein, because the same calls for immaterial evidence.)

A. I do not know Brunsen, nor do I know of his going on the *Nicaragua* at that time. I do not remember. I do not remember any conversation.

Intg. 8. Did you, or not, try to get Captain Nicolaysen to bring you to Mobile upon the same trip of the *Nicaragua* upon which Mr. McCafferty came; if so, did, or not, Captain Nicolaysen refuse to bring you? If he refused to bring you, please state why and under what circumstances he so refused.

(Libellant objects to the entire above interrogatory, because the same is wholly immaterial, and also the first question thereof, because the same is leading.)

A. I did try to get Captain Nicolaysen to take me this same trip, and he refused to bring me. The reason given by the captain for not taking me was because Dr. Pruitt would not consent to my going as ship's surgeon. He did not wish to take the responsibility, nor did he want me to go as passenger.

Intg. 9. If you know of any other facts that you have not been asked about tending to show that Mr. J. A. Petersen knew of the intended departure of McCafferty on the *Nicaragua*, or advised or assisted him to take such passage, or if you know any other fact tending to show that Captain J. A. Petersen represented Orr & Laubenheimer in their ship business at Nicaragua, then please state the same as fully and specifically as if you had been specifically asked in regard thereto.

(Libellant objects to the above interrogatory because the same is immaterial, and because the same is too general to admit of a fair cross-examination.)

A. I do not know anything beyond what I have already stated regarding the departure of McCafferty on the *Nicaragua*, nor Mr. Petersen's agency in the matter. Nor do I know any fact tending to show that Mr. Petersen represented Messrs. Orr & Laubenheimer in the ship business. I interceded with Captain Nicolaysen to try and get him to obtain the consent of Dr. Pruitt. I gave him a letter to Dr. Pruitt, asking Dr. Pruitt to give his consent that I go as ship surgeon, but later, on the ship, he declined—there was a sick man on board.

CROSS-INTERROGATORIES AND ANSWERS.

And not waiving the above objections, but insisting upon the same, libellant propounds the following cross-interrogatories to said witness:

Intg. 1. What was your business in Bluefields in the summer of 1894? If you undertake to state any conversation that occurred within your hearing, between John McCafferty and Captain Nicolaysen, go into detail and state what each one said fully. Who was present besides yourself? How near were you to it? Did you see any passage ticket in the hands of John McCafferty? Was it printed or written? What color was the paper of which the said ticket was made? Did you read it? What did it say? What words were in it? Where did you see it? Who showed it to you? What was the occasion of your seeing it?

A. I was merely a visitor there preparatory to going and coming into the interior. It is so long since then that I can not remember the conversation, either in detail or otherwise. I don't remember who was present. I saw no ticket in Mr. McCafferty's hands, nor do I know anything regarding a ticket.

Intg. 2. Did not Captain Nicolaysen tell you himself that you could not come on the *Nicaragua* to Mobile, and that he could not take any passenger on said vessel without a permit therefor, issued by the health authorities of Mobile or the Mobile quarantine, or its agent in Bluefields? If no, state fully what he did say to you as his reason for not bringing him to Mobile when you applied.

A. Captain Nicolaysen did not make the representations mentioned in this question—he was willing to take me as ship surgeon. As answered in my eighth direct interrogatory, I could have come had the captain been able to obtain the consent of Dr. Pruitt.

Intg. 3. Did you not know that Captain Nicolaysen had declared on the streets of Bluefields previously to his sailing to Mobile on that ship on which McCafferty came that he could bring anybody he pleased on his ship; that he had license or leave so to do from the Mobile quarantine authorities? Did you not hear that he made this statement? Did you hear it? Did he not make it to you? If not, did he say to you that he could not take any man, whether his passage was paid or not, unless he had authority to pass quarantine with him at Mobile?

A. I never heard of Captain Nicolaysen making this assertion, nor that regarding the Mobile quarantine authorities. I neither heard him say it nor heard that he had said it. He did not make it to me. I had no such conversation with the captain. My conversation with him was that I be allowed to go as ship surgeon.

Intg. 4. If you have stated that McCafferty was introduced to Nicolaysen by Brunsen, did you not know that McCafferty well knew Nicolaysen beforehand; that in the small town of Bluefields these persons had previously met and were well acquainted with each other? If you undertake to say that Brunsen introduced McCafferty, give, if you can, the whole conversation that occurred at that time. If you have undertaken to speak of any conversation between McCafferty and Pruitt, state all that you heard. State who was present. Did not McCafferty hide himself on the *Nicaragua* in the forecastle, and did not Dr. Pruitt have him sent for and brought out? Did McCafferty then assume the rôle of a bully, and declare that if anybody said that he was hiding himself or was a stowaway, he was a liar, or guilty of a falsehood? Did he behave like a bully or like a gentleman? State what he said in fact to Dr. Pruitt, and in Pruitt's presence, while he was on board the ship. State what Dr. Pruitt said as to whether he could go on the ship or not.

A. As I before stated, Dr. Kuehn introduced McCafferty to Captain Nicolaysen. I do not know whether Captain Nicolaysen and McCafferty were previously acquainted. McCafferty was introduced by Dr. Kuehn, not by Brunsen. There was no conversation outside of an introduction, which took place on deck, near the cabin door. The conversation between Pruitt and McCafferty was of an excited nature. It will be impossible for me to state what the conversation was at this time. I don't remember who were present. I was not myself present, but could overhear the sound of their voices. He was introduced to the captain in my presence, and I do not think he hid himself. I never heard of Dr. Pruitt's having him sent for and brought out. I do not know of the conversation referred to. When I saw him he behaved like a gentleman. I do not know what the conversation was between the doctor and himself. I can not at this time recall what Dr. Pruitt said to McCafferty. I remember both Pruitt and McCafferty were very angry.

Deposition of John McCafferty, taken by F. O. Hoffman, notary public, in the city of Mobile, 30th day of August, 1894.

The witness being first duly sworn, on direct examination by Mr. H. T. Smith, proctor for claimant, testified as follows:

I am the passenger that came from Bluefields to Mobile on board the steamship *Nicaragua* when she went into quarantine on the 20th day of August, 1894.

I left New Orleans for Bluefields on the 10th day of March last, and on the 20th I sent my first communication as special correspondent to the Picayune, in reference to the entanglement of the Mosquito Reserve.

Q. I wish you would please state the circumstances connected with your having left Bluefields on that occasion, how it came about, and how it was that you came to Mobile on board the *Nicaragua*.

(Objected to by libellant for immateriality.)

A. After the 20th of March I continued to furnish the Picayune with communications in accord with the troubled condition of Bluefields. Such communications very much exasperated the Nicaraguans. They frequently threatened my arrest and expulsion from the reservation; also threats of bodily harm were made, and finally Madriz, secretary of Nicaragua for the interior, called upon the United States consul, D. C. Brida, in connection with my arrest and expulsion, when, I was creditably informed, Mr. Brida gave him to understand that unless he could prove a clear violation of the law, that my rights and privileges as a newspaper correspondent must not be interfered with. Dr. R. Kuehn, the port surgeon under the Nicaraguan régime, then brought me a message, saying to me: "Lacayo last evening said to me, 'Dr. Kuehn, your friend McCafferty had better look out or he will get himself into a hole in the ground.'" I replied thereto, saying: "Doctor, inform Lacayo that he has not the courage to fire a shot at me and I looking at him. I do not think I have been created to be assassinated by these Nicaraguans." Some time after this, owing to my published accounts of the assassin, Aguella, who murdered Wilson, many threats were made against my life, and I was informed that Aguella's family would surely kill me.

Then Dr. Kuehn brought me another message from Lacayo, informing me that Lacayo had requested him to offer me eighty dollars a month in gold to discontinue my newspaper attacks. I sent back a very offensive reply. Then, disagreeing with Commander Watson, of the United States cruiser *San Francisco*, in connection with the assassin, I having urged upon United States Consul Brida and Captain Watson the propriety of taking the assassin aboard the ship for safe-keeping, and his refusing to do so, I felt that I could not consistently as an American continue my connection with the Picayune, otherwise I should have had to expose Captain Watson's apathy, and I did not care to bring our commanders into disrepute, more particularly as the

English were there. I then went to the northwest, where I have property interests, and remained there in connection with my own affairs until about the latter part of July or the first of August, when I returned to Cape Genias, and from there I returned to Bluefields on the 8th inst.

I was scarcely at my hotel when several of the most reputable citizens called on me, welcomed me back, and then complained about the attitude of the pressmen after my departure, saying that they had not been properly represented, and more particularly so by the representative of the Picayune, complaining also of the offensive action of the Nicaraguans, their unlawful seizure of the tugboats and freight barges at Rama, the transportation of Nicaraguan soldiers on the steamship *Yula* from Greytown to the bluff, these boats being American property and the Nicaraguans floating the American flag over them while using them for the transportation of their troops in the way of protection, etc. They also complained bitterly of the un-American conduct of our naval commanders, and more particularly of that of G. W. Sumner, and, after considerable such conversation, again requested me to champion their cause. I demurred thereto, assigning the reason they all knew of, inasmuch as I had disagreed with the action of our naval commanders, I retired from the affair in disgust and did not care about touching it again, more particularly as it was against my personal interests.

During the intervening time the reputable citizens, one and all, at various times made similar complaints and the same appeal for me to again champion their cause. They felt that they had no one, unless I would grapple with it, to present it properly to the American people; and on the 10th inst. Captain Wiltbank called at my room, bringing a message from the United States consular agent, B. B. Seat, requesting my immediate presence at his office, as Captain J. A. Petersen was there, and they desired to talk over the situation with me. I put on my hat and coat, and in company with Captain Wiltbank proceeded to the United States consular agent's office. At the steps I parted with Captain Wiltbank. On entering the consulate I shook hands with Captain Seat and Captain Petersen, when we entered into a general conversation relative to the seizure of the boats at Rama and the transportation of the troops from Greytown to the bluff of Bluefields with the American flag flying, the apathy of the naval commanders, and the general disregard for the rights and privileges of American citizens resident of Bluefields by the Government of the United States. After a long discussion in reference to these grievances, Captain J. A. Petersen said to me, "McCafferty, will you return to the States and champion our cause? You can no longer render us any assistance here; in fact, your further presence here not only jeopardizes our property, but our lives. Here you can do us no further good; there you can do us some good."

We then entered into a general discussion as to the advisability of such a move, in which conversation Captain Seat participated. I finally, but reluctantly, agreed to proceed to the States, when Captain J. A. Petersen said to me, "You can go aboard of either one of our three steamers," mentioning the names of three steamers; two of them I have a faint remembrance of, but I do not recall them.

Upon the *Jaederen* and *Sumnira* being mentioned, I now know they were two of the steamers mentioned. Captain J. A. Petersen said: "The *Nicaragua* is in the stream; you can go aboard of her at once." I am now going through his motions. He was motioning with his right hand toward the direction of the steamer, and we were all sitting there in the office.

I said, "No, Captain, I must have at least four days more in town to finish my own business and to collect all the matter necessary for a proper presentation of your grievances." He said, "The *Nicaragua* will be down on the third instant," and I said, "You can make arrangements for my passage home, then." He then said, "I will make all necessary arrangements for your passage home."

Captain J. A. Petersen said that he would make the necessary arrangements for my passage. Then he said to me, "How much money do you want?" I looked at him a moment, somewhat amused, and then said, "Why, Petersen, I have never asked the people of Bluefields for any money; I have never received any from them and do not want your money, and will not accept any of your money or the money of the people of Bluefields for the services which I may have rendered the people of Bluefields or the people of the reservation." He then said, standing up and putting his right hand in his pocket, "I have plenty and you can have just what you require." I said again, "I do not wish for any of your money, but I shall expect to receive that courteous consideration which my position and mission calls for." Allow me to correct that, however, I said, "I do not want your money" is what I said, "but shall expect to receive that courteous consideration which my position and mission merits." That was the language that was used on that occasion.

It is very difficult to recall verbatim without your notebook what transpired. I wrote everything down, but even then, as you gentlemen know, it is not possible to

get every word. I am giving about every word which was used on that occasion as I remember it.

I said, "Now gentlemen, as this is all arranged, I want you to get up a memorial, addressed to the people, setting forth all your grievances, and all your requirements, in clear, unmistakable language, and have that memorial signed by all the reputable citizens, because when I sit down with the President or a member of the United States Senate, or the mayor of a city, I can then say, 'Here are the names of the most credible people of Nicaragua.'"

Captain J. A. Petersen whom I speak of is a merchant of Bluefields and the agent for this steamship company.

Q. Was your passage money paid to anyone?

A. To Captain Petersen. They agreed to do as I have stated. Captain Petersen said all right, and Captain Seat said, "I won't put my name to this memorial, but I will give you a personal letter," and Petersen turned to look at Seat, and I said, "Captain Petersen, that will suit me better, that I had rather have a personal letter from the United States consular agent than the memorial," and I said, "By the way, I want Captain Seat to supervise the drawing of that memorial." Then it was distinct.y understood by each one of us that I was not to mention to anyone my intended departure except to Captain Seat, Captain Wiltbank, and Captain Petersen.

(Counsel for libellant objects to any testimony as to understandings.)

It was understood by each one of us that I was not to mention to anyone outside of these three gentlemen, Captain Seat, Captain Wiltbank, and Captain Petersen, of my intended departure for the States. They were at liberty to speak to whom they pleased. Several did call my attention afterwards to the matter and asked me, "Are you going home?" and I would put them off by saying, "I wish I did know that myself," or other ambiguous language, excepting these parties I had spoken to about it, Seat, Wiltbank, and Petersen.

In talking with Captain Petersen at his place of business I insisted that he was not pushing the memorial as he ought to. I said to him, "I have about collected all the material I care about." He said to me, "Have you taken the statement of Captain Seat in reference to the seizure of the boats at Rama?" I said, "Yes; he had allowed me to take extracts from his official records." I then called upon Captain Seat and said, "Captain, I fear Petersen is not pushing the memorial business. I wish you would kind of shove him a little and keep him at it." He said, "I do not like to mix up much with that; but Petersen is certainly a man of his word." "Well," I said, "drop up alongside of him and kind of elbow him about it, and have it all ready and in proper form." I said, "I am pretty anxious that that instrument should be drawn up in proper form so that it will command the consideration of the President." I then afterwards approached Captain Wiltbank on the same question. I said, "How is Captain Petersen getting along with the memorial?" Says he, "I do not know." I said, "We are all interested in that, and it will prove a very important affair in my mission home, and I wish you would personally go to Petersen and ascertain what he has done; how far he has proceeded, or gone, and push the thing to a finish."

He said, "All right;" and on that occasion Capt. Wiltbank said to me, says he, "Everything is all right for your passage home on the *Nicaragua*." I said, "Well, how about quarantine?" "Oh," says he, "Petersen and myself can fix that with Doctor Pruitt;" and it then progressed in that way or remained in that condition up to the 13th. On the afternoon of the 13th I was standing in front of the British consul's with several foreigners, Americans included (they are all foreigners), and a soldier, or policeman, approached me suddenly. I was leaning against the northern post of the veranda, and was wrapped in thought. There were several around, and Doctor Ligon stood immediately on my right when this soldier approached me and ordered me to report to Señor Morrell, or some such name as that, the military magistrate at Cortelle. I looked up and down the street, a movement which had grown to be customary on the part of foreigners, to see how many Nicaraguans were on the street, and what they were doing, and then said to him, "No comprehendita, usta vamous." I may have said that a little impatiently, however. Translated that means, "I don't comprehend you; you go away quickly." That would be a literal translation of it. Then he stood with a sort of sour look, and wheeled to the right and went to the Cortelle. I then turned to Dr. Ligon and said, "Doctor, I think the time is come that I will know how to act." Then I went into the hotel and armed myself.

Then I walked northward to a point called Holbanna, and on my return stopped at the U. S. consul's and mentioned the circumstances to Captain Seat, and the captain says, "I have no more protection, sir, than you have; I may be arrested any moment or shot at any moment." He said this in an excited way. I said, "Our gun-

boats are out there, but they may as well be in the Arctic Ocean for all the assistance you will get;" but I said, "Captain, I will know how to go about the streets." I then parted with Captain Seat and proceeded in the direction of the International Club, and when near the club, Mr. Lampton, who is now a prisoner at Managua, accountant for Brown & Harris, merchants and banana planters, rushed out of the countingroom and said to me, "Is it true you have been ordered to report to the Cortelle?" I said, "Yes; and I have refused, Lampton; they must take me there under bayonets or I will not go." He then informed me that Ben. Allen and Williams, now both under arrest, had also been ordered after my affair, and that they had refused to go. They are now both prisoners. Then he offered me a place at his residence to sleep that night, but I said, "No, I will not endanger anyone. I shall remain at the hotel or die in the street." The next morning Captain J. A. Petersen sent me out to the *Nicaragua* in accord with our foregoing arrangements, as the representative of the American residents of Bluefields.

Captain Petersen sent me out in one of Brown & Harris's boats, the shippers that loaded and dispatched the vessel. He had, however, at Captain Seat's office, when we talked of it there on the 10th, said to me, "I will take you out to the *Nicaragua* and personally introduce you to Captain Nicolaysen." That was on the 10th inst., in the presence of Captain B. B. Seat. On the morning of my departure I said to him, "Are you going out to the steamer?" He said, "No, I am going to send my chief clerk out, who has all instructions." He laughingly said to me, "I will get seven fifty for sending my boat out."

I went out in a boat by order of Captain Petersen, Captain Petersen requesting me to go in that boat. I want that clearly understood right here. Captain J. A. Petersen personally requested me to go in Brown & Harris's boat to the steamer, saying to me, "My clerk has full instructions."

Now, on arriving at the steamer I went up the companion way, and the first person I met was Captain Rider, pilot for the Morgan steamers, who had come down from Rama on the steamer *Nicaragua*. We shook hands, and he says, "Are you going home?" and I says, "Yes." He said, "I am glad of that." I then saluted Mr. and Mrs. Pelletier, also passengers down from Rama, Mr. Pelletier being also connected with the Morgan line of steamers. I then walked around the pilot house, when Dr. Kuehn, the port surgeon of Bluefields, introduced me to Captain Nicolaysen. This was the first time I ever met Captain Nicolaysen.

Captain J. A. Petersen informed me personally that he had personally interviewed Captain Nicolaysen before Captain Nicolaysen proceeded to Rama, and also Captain Miller.

(Objection interposed by proctor for libellants as to anything which was said by Captain Petersen, as it is hearsay testimony.)

Q. When the chief clerk carried you aboard, did you hear him speak to Captain Nicolaysen?

A. I did.

Q. To what effect?

(Proctor for libellants objects to the testimony, because it is immaterial and no predicate has been laid for proving such facts.)

A. He urged upon the captain the propriety of taking me to Mobile, stating that Captain Petersen had informed him that papers were on board, or that I had the papers, or that the papers had been forgotten. He alluded to the three different points in the conversation with Captain Nicolaysen. The captain asked him about something, I supposing that it was about the memorial.

Captain Petersen was the last one with whom I shook hands in leaving the wharf. As I stepped into the boat I turned around and shook hands with Captain Petersen, and he wished me a pleasant voyage home.

Captain J. A. Petersen collected the money for my passage home. The amount he collected from me was thirty-five dollars. After being introduced to Captain Nicolaysen I then went down on deck. The mate, as I understood him to be afterwards—I took him to be one of the sailors—I gave him a dollar to look after my baggage, supposing that he was one of the sailors and not an officer. He carried my small things into the cabin. I had a bottle of palm oil made by the Indians and a box of oatmeal which I was using for my stomach, a sack of ore—about fifty pounds of specimen ore being contained in it—all of which was carried into the cabin, and I saw that my trunk had been forgotten, and it was raining a little, and I went down and spoke to one of the sailors to take care of my baggage, and then I lit a cigar.

I had been cautioned about the soldiers at the bluff. We were within one hundred and fifty yards of the wharf, and on that wharf there were about two hundred armed Nicaraguans, as near as I could tell; and the repeated warnings I had received flashed across my mind, and I said, "Well, this is the finest opportunity they have ever had

to assassinate me; and if they have received a message, a shot can be fired from that wharf, and then they could reasonably say, 'We did not know who fired the shot,'" and then I walked forward and sat down in a room.

(Proctor for the libellants objected to the statement of undisclosed motives and reasons, and will object at the hearing to all such matters without specially noting the objections at this time, as the examination goes on.)

I sat there smoking, feeling satisfied that Capt. Nicolaysen and everyone else on that deck knew I was sitting there smoking a cigar. When Captain Nicolaysen sent for me (clearly proving that he knew I was sitting there in that room, with the door wide open), I approached the party, and there were Captain Nicolaysen, the chief clerk, Doctor Kuehn, and Doctor Pruitt, and one or two others. I walked up to the party, bowing to the captain, and Doctor Kuehn said, "Captain McCafferty, Doctor Pruitt has accused me of bringing you aboard as a stowaway." I was both astonished and thought I had misunderstood the language, and said, "What is that you say?" He repeated it, and I then said, looking Pruitt in the face, very quietly I said, "Any man who says that you brought me aboard this steamer as a stowaway, or that any other man brought me as such, or that I am here as such, or that even Captain Nicolaysen regards me in any other light than as a cabin passenger sent aboard by his agent, Captain J. A. Petersen, speaks that which is false, and," I continued, looking Pruitt in the face, "any man that makes that statement in my presence I will brand him as a liar." Dr. Kuehn said, "Pruitt, did you hear that?" and Pruitt replied, "I could not find him."

At that time I was not able to comprehend why he wanted me. I was mystified, and then Captain Nicolaysen turned to me and said, "Understanding all of the circumstances connected with you and your mission to the States, I specially requested Dr. Pruitt to issue a special certificate in your behalf. He has declined to do so. Owing to quarantine regulations, I do not see how I can carry you to Mobile." There was some little talk there when Petersen's clerk stepped up to the captain and began urging him. When the captain expressed a doubt as to his being able to carry me, then Petersen's clerk stepped up to him and began to urge him. That was the nature of the conversation. I shall not attempt to repeat the conversation, but that was the nature of it. Then I said to Pruitt, "You seem to be acting the part of detective for these Nicaraguans. Physicians should be gentlemen, but I do not regard you as either one or the other, that is, in the true sense of the term." He then said something about "I have a duty to perform," when I replied, "You have exceeded your duty; you are not a gentleman," and then the captain began interceding with him, but it was of no avail. Then the captain said to me, "Under these circumstances I do not see how I can take you to Mobile," or words to that effect; when, feeling that I had been placed in an awkward position, and that Captain Petersen had not made the arrangement in accord with the understanding in Seat's office, and that something had gone wrong, and I knew of nothing that would lead up to such a scene that then took place, I felt that I was placing the captain in a bad position, and I turned to him and said, "Captain, do your duty. If you order me ashore, I will go ashore. I do not fear the consequences. I will know how to die."

The captain then said, as impulsively as I did in heat, "No; I will not send you ashore; but I will take you to the United States cruiser, and if her commander orders me to take you to Mobile I will do so." I said, "I thank you for your consideration," because I felt that Commander Sumner would either order him to take me to Mobile or take me aboard. Then Pruitt said, "If he is going in your ship, I must make out another report," when we all went down in the cabin and I said to the party, addressing Captain Nicolaysen, "I wish to repeat in the presence of Doctor Kuehn and Mr. Seat and Mr. Petersen's chief clerk that Captain J. A. Petersen sent me aboard of this steamer as a passenger, and any man who represents me otherwise will utter mischievous falsehoods." Pruitt made no reply, but then made out his additional report and sealed it, and, as he handed it to the captain, the captain then said, "Doctor, I would like to have you give Captain McCafferty a certificate of good health, addressed to Commander Sumner, to be handed to Commander Sumner; you see he is in good health." Without replying to the captain he said to Doctor Kuehn, "You issue the certificate, Doctor." Kuehn said, "Yes; I will give you a certificate," and wrote it out, and the party went ashore, and Captain Nicolaysen steamed away for the United States cruiser. That is about what occurred.

Q. Did any other person excepting Captain Nicolaysen have anything to do with the arrangements for you to come to Mobile?

A. Captain Wiltbank came to my room on the afternoon of the 10th inst., at or about 3 p. m., with a message from Captain Seat, requesting my immediate presence at his office, as Captain J. A. Petersen was there, and that they wished to go over the situation with me. I then went to the office, accompanied by Captain Wiltbank,

and at the steps I parted with Captain Wiltbank. We shook hands on my entering, and sat down, and then entered into a general conversation, when Captain Petersen asked me, in the presence of Captain Seat, "Captain McCafferty, will you go to the States and represent our cause there as you know it," going on and stating what I have already stated.

I never took any steps to make any other arrangements with the *Nicaragua*, except those made with Captain J. A. Petersen. It was understood at our first meeting that I was not to speak to anyone of my intended departure but Captain Seat, the United States consular agent, Captain Wiltbank, and Captain J. A. Petersen. Even in talking with Captain Wiltbank I would caution him and say, "Don't let this out to people that we have any doubt about." I said that repeatedly.

Captain J. A. Petersen assured me that everything was all arranged; that he had interviewed the captain (Nicolaysen), and also (I didn't state that before, but I wish to add it here as an addition) I had said to the captain previously, "Captain, you may have some trouble with the quarantine doctor." He said, "The doctor will do just as I ask him to do in the premises." Therefore I was led to believe by all of this, what took place with Wiltbank, Seat, and Petersen, that the doctor, with whom I had no acquaintance, and the captain (Nicolaysen), with whom I had no acquaintance, all were into this movement; but inasmuch as the Nicaraguans had threatened my life, and were more exasperated against me than anyone else, I fancied that it was their wish that they would not let it out for fear they might assassinate me and prevent my departure, and that is the reason I was so cautious in the matter.

On cross-examination the witness testified:

The letter printed in the Picayune on the 20th is not a correct copy of the letter I wrote from the quarantine station.

This printed copy states, "I then furnished him with all the facts," etc. Captain Nicolaysen then furnished him with all the facts in the case, when he interviewed me.

I have read the article handed me by proctor for libellant, printed in the Picayune on the 20th inst., but it is not printed as I wrote it, and I did not write it with the intention of conveying all the facts relative to my departure from Bluefields.

As near as I can remember, I have marked in pencil on this slip from the Picayune the most prominent inaccuracies in connection with the article. I have stricken out those words by running my pencil through them. As near as I can remember, Captain Nicolaysen has retained the original copy of this article. I do not know that, however. It was in the shape of a telegram, and was sent through the Mobile and Gulf Telegraph Company's line to the Picayune. I presume it was; I gave it to Captain Nicolaysen to send.

This telegram which appeared in the Picayune, as marked by me, is hereto attached and marked "Exhibit A."

The letter which appeared in the Sunday Register on the 26th inst. is a letter written by me. There are several typographical errors in the printed copy, but they are of no account. They have "his" for "her;" they have Commander Sumner's name misspelled. With the exception of the typographical errors, that is a copy of the letter I wrote to the Register.

Proctor for claimant objected to the letter as being irrelevant and immaterial, and no proper predicate had been laid therefor.

Captain Nicolaysen showed me a letter he addressed to the Honorable Secretary of the United States, written at the Quarantine Station. I heard him read it. I fancy that it is the same which was printed in the Times-Democrat, of New Orleans, but I would not swear that it is the same. I heard Captain Nicolaysen read it in the manuscript, and it strikes me the copy shown me is about the same.

The letter written by me and published in the Register of the 26th inst. is attached hereto and marked "Exhibit B," and the letter just referred to as having been written by Captain Nicolaysen to the Secretary of the United States, as printed in the Times-Democrat, is hereto attached as "Exhibit C."

The statements made by me in the telegram to the Picayune, which I have been handed, were true when I wrote them, but that telegram did not contain the entire statement which I could have made relative thereto. It only contained a portion of the truth. It is true as far as it goes.

I am a native of the United States. I personally paid Mr. J. A. Petersen this passage money. I cannot swear that anyone was present when I paid it. It was at his place of business in Bluefields. It was in his office. He was sitting at his desk, which is a little side room off from his business place. This was paid after he offered me whatever money I needed. I never paid Captain Nicolaysen anything. I paid Captain Nicolaysen no money whatever. The name of the chief clerk which I have mentioned I believe is Carl. I have no acquaintance with him.

I paid Petersen the passage money on the 12th. I was present when Captain Nicolaysen requested Dr. Pruitt to furnish me with his certificate to be addressed to Commander Sumner; but previous to that Captain Nicolaysen had informed me that he had asked Dr. Pruitt to issue a special permit for me to proceed to Mobile, and he had declined to do so, and he assured Dr. Pruitt that he personally knew my life to be in danger, and that the reputable citizens of Nicaragua had specially requested him to take me to Mobile. All this was said to him by Captain Nicolaysen in the presence of Dr. Pruitt, Dr. Kuehn, Mr. Petersen's chief clerk, and several others.

After Pruitt had been requested to grant me a permit, and after he had refused to do so, and had revised his report to the board, but previously to revising it, however, after Dr. Pruitt had positively and repeatedly refused to grant a special permit, I then said to Captain Nicolaysen: "Captain, do your duty. If you order me ashore I will go, for I don't fear the consequences. I will know how to die." Then Captain Nicolaysen said: "No, I will not put you ashore, but I will take you to the United States cruiser *Columbia*, and if her commander orders me to take you to Mobile I will do so." That was after Captain Nicolaysen knew I could not get a permit from Dr. Pruitt.

In general terms, when I went aboard the vessel I appealed, after the rumpus about the permit, in general terms I said, I came on board your steamer expecting protection, and I ask for protection. I said that I had learned my life was in danger. I personally did not ask Captain Nicolaysen to carry me to Mobile in general terms. I did, to qualify that, say in this way, when Captain Nicolaysen said he would not put me ashore but would take me to the United States cruiser *Columbia*, and if her commander ordered him to take me to Mobile he would do so, I then thanked the captain, and said, "I am quite sure that Commander Sumner will either order you to take me to Mobile or will take me on board of his ship."

Q. I just asked you to answer yes or no whether you requested him either to carry you to Mobile or put you on the *Columbia*. Whether that is true or not, that you so requested the captain.

A. That is true in general terms, but that request must come in its proper place, otherwise it would be misunderstood and a misconstruction placed upon it.

Q. I want to know if you requested him.

A. I did in general terms, at a particular time.

Q. Didn't you assure him that your life was in danger?

A. I did, and he also gave me to understand that he knew it to be in danger; in general terms I said my life was in danger.

Pruitt was present when I said that to Captain Nicolaysen, and he was also present when Dr. Kuehn said: "I know his life is in danger."

The captain then requested Pruitt to furnish me with a health certificate so that he could carry me to Mobile, but that was not in my presence. Captain Nicolaysen then assured the surgeon, in my presence, that he had learned that I was in imminent danger, and he was requested to take me to Mobile. Pruitt declined to issue a certificate in my behalf. It was distinctly understood between me and the captain that we should go and procure this order from the *Columbia*, so that we could enter without violating quarantine. This was my understanding and also the understanding of Doctor Pruitt and Doctor Kuehn and the United States consul, Seat's representative, his son, and also Captain Petersen's chief clerk. And if the *Columbia* refused to order him to proceed, then he was to put me aboard the cruiser, and if he gave us orders to proceed we could lawfully enter here.

Q. Was that the understanding of Doctor Pruitt, that if the captain of the steamer *Columbia* ordered the master to proceed with you to Mobile that you would be entitled to enter through quarantine here? Did you say Pruitt had any such understanding?

A. No, sir; I never said so.

Q. You said that was the understanding of sundry people?

A. I must have misunderstood your question.

Brown & Harris dispatched this ship on this occasion, under Captain J. A. Petersen. They are not doing business under Captain Petersen. They are independent merchants, but they sometimes load. They are wholly independent of Petersen, except when they enter into an arrangement to load one of his vessels.

It is generally known that Petersen is the agent of these steamers. I have no acquaintance with Orr & Laubenheimer Company. My first knowledge of Petersen's position was when he said in the presence of the gentlemen I have named, in general terms, that he was the agent or acting as agent for some steamship company. That is the general impression there, that he is the agent of some steamship company. I personally do not know what steamship, because it never came in my way to make inquiry.

On this occasion, on the 10th inst., Captain Peterson said to me in the presence of Mr. Seat, "You can take either one of our three steamers—the *Nicaragua* and the others." In that way I felt satisfied that he was the agent or perhaps a member of the firm, but that he was acting, whether as a member of the firm or not, as the Bluefields agent for these three particular steamers, and that the *Nicaragua* was one of them, and that he had authority to put me on the steamer.

J. A. Petersen is a merchant in Bluefields I do not know whether he does business as a stevedore or not. I have never seen one of the ships loaded at Rama. I do not know whether he has acted in various ways with the ships of other people that come there. I do not know what his relations to these steamers were except from hearsay and from his statement, and afterwards by Captain Nicolaysen, who informed me that Captain Petersen was and is the agent of Orr & Laubenheimer Company.

When I was informed of this fact by Captain Nicolaysen I said in my easy general way I supposed Petersen was the agent of the steamship company, and I knew nothing to the contrary, and he said "no," and then he explained to me about their being the charterers of these steamers.

Petersen agreed to go aboard with me, but did not. The first person I met when I went aboard was Captain Ryder, and meeting Mr. and Mrs. Pelletier, I was then introduced to Captain Nicolaysen by Dr. Kuehn, the port surgeon. I did not explain my case to him, and did not state why I was aboard, and did not appeal to him for protection, and did not explain anything about danger I was in. I did not tell him why I was on the ship at all, because I felt satisfied from what Captain Petersen said that the captain of the vessel was posted.

I first communicated my fears to Captain Nicolaysen when he sent to me in reference to the attitude of Dr. Pruitt. Dr. Kuehn was present when I first met Captain Nicolaysen. I had walked around to the other side of the pilot house, leaving Mr. and Mrs. Pelletier and Captain Ryder and Dr. Pruitt. If everything had been still, they could, perhaps, have been able to hear the introduction. Captain Ryder and Mr. and Mrs. Pelletier were about to disembark. Nothing was then said by anybody as to why I came aboard. I walked up the gangway and my baggage was put aboard, and I never heard any more about it until I was sent for by Captain Nicolaysen.

I do not know what part they call the place where I sat down. It is in the fore part and has doors looking aft. It was not a part of the cabin. It was the crew's quarters. I drifted in there in the most innocent and unintentional manner possible. I have traveled on steamers before, but not on that steamer.

Q. In all screw steamers you have ever seen are not the crew's quarters put in the fore part of the vessel similar in situation to the forecastle in the *Nicaragua?*

A. No, sir; not arranged on deck as they are on the *Nicaragua;* but outside of that, I knew it was the crew's quarters.

I knew when I went in there that it was the crew's quarters. When I walked in and sat down I knew it was the place where the crew went, but what portion of the crew that I could not say. I knew it was not a part of the cabin accommodations, but I could not tell whether it was the engineer's room, the mate's room, or the sailors' room. It might have been a compartment of the officers for all I knew. I saw a seat there, the door was open, and I walked in and sat down.

On redirect examination the witness testified:

Q. I will ask you, please, to explain your statement in the dispatch of August 20th, which was published in the Picayune, and about which you have been examined, in reference to your having made an appeal to the captain to bring you to Mobile, and the apparent inconsistency, if there is any, between that and the statement that your arrangements were made with Captain Petersen and not with Captain Nicolaysen at all. Explain it in your own language fully.

A. In connection with the seeming inconsistency of this despatch, I telegraphed that portion of the facts which I fancied would command the greatest amount of attention from the general public. After Dr. Pruitt had objected, then in general terms I appealed to the captain for protection, but at that moment I did not take into consideration that the captain was a foreigner, and that he was sailing under a foreign flag. In general terms, after Pruitt refused to grant the permit, and after my affair with the doctor over the question, then I turned and in general terms appealed to the captain for protection.

Q. Prior to that time had you said anything to the captain in reference to your voyage or not?

A. Not one word, supposing his agent had arranged everything with him and I had no occasion to say one word.

Q. Did or not Captain Nicolaysen apparently expect you when you came aboard?

A. He did. Everything indicates that I was quite correct in my view that the captain knew I was coming, being sent by his agent, and I had no occasion to appeal

to him. It was after Dr. Pruitt's action that then, in general terms, I appealed for protection.

(It was agreed that proctor for libellant might make all legal objections to any question or answer of the witness on redirect examination the same as if such objection was noted at the time of taking the testimony of said witness.)

HENRY PLESNER, a witness called and sworn on behalf of the claimant in the above-entitled cause, testified as follows on direct examination by proctor for claimant:

My present position is that of chief mate on board the steamship *Nicaragua*. I have been chief officer of the vessel close on to two years. During all that time I have been running between New Orleans and Bluefields and Mobile and Bluefields. I have been on two trips from Mobile to Bluefields and return as master of the vessel. The first trip I made as master of the vessel was in August, 1893, and the second trip was in the latter part of July, 1894.

During all the time since the *Nicaragua* has been running into Mobile, I have known Messrs. Orr & Laubenheimer. The firm of Orr & Laubenheimer have a house in Nicaragua, at Rama. They do business there under the name of Orr & Laubenheimer. I guess the firm has a representative at Bluefields.

Q. Has, or not, the *Nicaragua* been constantly running between Mobile and Bluefields in the fruit trade for about a year?

A. Yes, sir; a year and some days.

Q. During that time who has represented Orr & Laubenheimer at Bluefields?

A. Petersen.

Q. Do you know Captain Petersen's first name?

A. I do not. I ain't quite sure of his first name, but I know his name is Captain Petersen.

Q. From whom has the *Nicaragua* always gotten her orders at Bluefields?

A. From Captain Petersen, sir. Captain Petersen, I guess, has taken the papers ashore and attended to the bills of lading, etc. He did when I was captain of the vessel.

Q. Has, or not, the *Nicaragua* been constantly carrying passengers between Bluefields and Mobile ever since she has been running there?

(Proctor for libellant objected to the question—first, because it is leading, and second, because it is irrelevant and immaterial.)

Q. I will change the question so as to ask you whether or not the *Nicaragua* has carried any passengers between Bluefields and Mobile.

(Proctor for libellant interposed the same objections as above to the question as changed.)

A. Yes, sir; they have.

Q. How long has that practice prevailed? When did they commence carrying passengers between Bluefields and Mobile?

A. Well, I can not say, exactly.

Q. What I want to know particularly is whether that practice has prevailed ever since they started, or whether it is a recent practice; that is, whether it is lately commenced or whether it has been going on the whole time.

A. It has been going on the whole time as long as we got the permit, I guess, in quarantine time. I guess it has been going on the whole time in season, or whatever you may call it—I mean in the winter time—and has been going on in summer time, too, whenever they got the permit to go through.

Q. At the time you were master of the vessel the last time, did you bring any passengers from Bluefields to Mobile, or not?

(Objected to by proctor for libellant as immaterial.)

A. I did, sir. I brought them from Rama.

Q. Who were they?

A. Mr. Orr.

Q. A member of the firm of Orr & Laubenheimer?

A. Yes, sir; and Mr. Osborne and a Spaniard called—I ain't quite sure of his name—Bolancher, or something of the sort. He was a Spaniard, anyhow.

Q. How many times has the *Nicaragua* brought passengers from Bluefields to Mobile?

(Objected to by proctor for the libellant as immaterial.)

A. I can not say that exactly, sir.

Q. I do not mean the exact number of times. I mean how frequently; that is to say, whether every trip or every two or three trips, or about how often.

A. Well, I would say every second or third trip. I can not mention them just exactly. The passengers would pay their fare to the charterers. Their arrangements were made to be carried by the ship by the charterers. When a passenger would come from Bluefields, the agent, Captain Petersen, would make the arrangements.

Q. Would he be the man who collected the fare?
(Objected to by proctor for libellant as leading and suggesting the answer.)
A. From Bluefields, yes.
Q. What account, if any, was kept by the master of the *Nicaragua* of these passengers?
A. Only for meal money, grub money, or for their food.
Q. What was that, Captain?
A. About a dollar and a half a day.
Q. Against whom was that grub charged?
A. Against Orr & Laubenheimer.
Q. When the accounts were furnished to Orr & Laubenheimer, would they always show a charge for grub for passengers at so many days, a dollar and a half a day?
A. I don't know, sir. I did not make out the accounts for grub for the voyages which I made as master. I did not see them made out. I reported to the captain of the vessel the length of time the passengers had been on during the voyages I made as master.
Q. Were you on board the trip when Mr. John McCafferty was brought from Bluefields in the month of August, 1894, when the vessel went into quarantine?
A. Yes, sir.
Q. Who sent Mr. John McCafferty aboard the vessel?
A. I guess the agent did.
(Proctor for libellant objected to the witness testifying to matters of hearsay.)
Q. What do you mean by you guess the agent did?
A. I mean that I believe or think that he did.
Q. Did you or not see Captain Petersen and Mr. John McCafferty together before Mr. John McCafferty came aboard?
A. No, sir.
Q. Do you know Mr. Carl?
A. I do; he is a friend of mine.
Q. Who is Mr. Carl?
A. His name is Carl Brunsen. Well, he is a clerk there in Petersen's office. He is head clerk.
Q. Head clerk in Petersen's office?
A. Yes, sir.
Q. Did you see that gentleman and Mr. McCafferty together during that time—while you were in Bluefields during that trip?
A. No, not in Bluefields; but they came aboard of the ship together. They came aboard the *Nicaragua* in one boat together.
Q. Did you hear any conversation between Mr. Carl Brunsen, Captain Petersen's chief clerk, and Captain Nicolaysen in regard to bringing Mr. McCafferty to Mobile?
A. I heard, sir, that Captain Nicolaysen could take him out to the man-of-war and leave him there, if he wished to; but he could not take him to Mobile, as he had no permit to go on.
Q. Who did you hear say that?
A. Captain Nicolaysen.
Q. What did Mr. Carl say, if anything?
A. Well, I don't know. I didn't hear what Mr. Carl said.
Q. You didn't hear Mr. Carl's reply?
A. No, sir. I heard the captain also say, "It's a strange thing that Captain Petersen didn't come himself."
Q. Was that in the same conversation or subsequent?
A. I reckon so.
Q. Did you see Captain Petersen during the trip at all?
A. Yes, sir.
Q. When, captain?
A. Well, I can't recollect the day, but I know he was on board before we went up the river.
Q. Who took the papers of the ship when you went in on that voyage?
A. Petersen, I reckon.
Q. Who attended to the banana business of Orr & Laubenheimer in Bluefields?
A. Captain Petersen.
Q. How did Mr. McCafferty come on board—that is to say, did he come aboard as a stowaway or openly?
A. No, sir.
Q. How did he come?
A. He came aboard in the same boat with Carl Brunsen. Carl Brunsen was the chief clerk of Petersen in Bluefields.

Q. How did he conduct himself while on board and how was he treated by the captain—that is, in what relation, whether as a seaman, stowaway, passenger, or how?
A. He was treated as a passenger, I suppose.
Q. Were there any soldiers on the bluff at that time when Mr. John McCafferty came aboard?
A. Yes, sir.
Q. How far were they from the ship?
A. A very short distance. About ten minutes pulling from the vessel.
Q. About how many yards would that mean, captain? Or how many ship lengths?
A. Three or four.
Q. What is a ship length?
A. According to the tonnage.
Q. Well, the ship length you speak of when you say three or four ship lengths; you speak of a ship of the length of the *Nicaragua*, or some other vessel?
A. Well, from the *Nicaragua*, yes. Well, it was between three and four, I can't say exactly as to that.
Q. Lengths of the *Nicaragua?*
A. Yes, sir.
Q. How long is the *Nicaragua?*
A. I don't know, sir.
Q. Well, about how long. Do you know about how long she is?
A. No, sir.
Q. Captain, did you ever know any other person than Captain Petersen in connection with the business of the ship in Bluefields?
A. No, sir; not for this firm.
Q. Has the ship during the time it has been carrying bananas for Orr & Laubenheimer ever received any orders from Bluefields from any other person than Mr. Petersen?
A. No, sir; none whatever.
Q. Were there any people on board at the time Mr. McCafferty came aboard who did not belong to the ship?
A. Yes, sir.
Q. Did they see Mr. McCafferty when he came aboard?
A. I can not say whether they saw him when he came aboard or not.
Q. Was there any pilot aboard at the time?
A. Yes, sir; the pilot for the Morgan Line came down to Bluefields.
Q. Do you know Captain Ryder?
A. Yes, sir.
Q. Was he aboard?
A. Yes, sir.
Q. Mr. Pelleter—do you know him?
A. I do, sir. Yes, sir; I know him.
Cross-examined by the proctor for libellant, the witness testified as follows:
Q. All of the masters in that fruit trade well knew the Mobile quarantine regulations, didn't they?
A. I don't know, sir.
Q. You know that it was not safe to bring any passengers without a special permit for that purpose, did you not?
(Objected to by proctor for claimant as immaterial and irrelevant.)
A. Yes, sir.
Q. Didn't Captain Nicolaysen say that, in substance, to this man McCafferty when he came aboard and asked for passage to Mobile?
A. He said he couldn't take him to Mobile.
Q. Did he say why?
A. Because of the quarantine law.
Q. Was that not in answer to this—didn't McCafferty come aboard and say, "Captain, I have got to get away from here," or something like that, "and I want you to take me to Mobile."
A. I don't know.
Q. What was it that McCafferty said to the captain that caused him to answer in that way? Substantially, of course, I do not expect the words, but I want the substance of it.
A. I understood that Mr. McCafferty was kind of scared to stay down there in that country, and he wanted to get him to take him here.
Q. Did he say that to the captain—that he was afraid to stay down there and wanted to get him to take him to Mobile?
A. Well, he was scared to stay down there, he says, and he says that Captain Petersen, or the shipper's agent, promised him or ordered him to go on board the Nica-

ragua; not ordered him, but that he had three ships—the *Nicaragua*, the *Sunniva*, and the *Jaerderen*—and whatever he liked to go on he could, and he preferred or liked to go on the *Nicaragua* best.

Q. And then it was that the captain told him what you said about getting the permit?

A. Yes, sir; and the captain promised to take him to the American man-of-war that is called the *Columbia*.

Q. Did he get the permit?

A. I don't know.

Q. Were you present when he was? Do you know what became of Mr. McCafferty when the vessel lay at Bluefields wharf, or near the bluffs, there?

A. Not before the day when Mr. McCafferty came aboard. That is the day we sailed.

Q. When you lay off the bluffs, didn't Dr. Pruitt come aboard, the Mobile quarantine agent?

A. When we lay at the bluffs, yes, sir. But we didn't go into Bluefields.

Q. Dr. Pruitt came aboard?

A. Yes, sir.

Q. Didn't McCafferty go and hide himself in the forecastle?

A. No, sir. He came aboard and left his things on the deck on the lower breech, and he then went into the forecastle and lighted his cigar.

Q. Is that the usual place for passengers that go as cabin passengers, to go into the forecastle and light cigars?

A. I think the man didn't know any better.

Q. You think he didn't know any better? I asked if it is the usual place for passengers to travel in the forecastle?

A. He did not go in there to travel.

Q. He went in there?

A. Yes, sir; to light a cigar.

Q. You have had a number of talks with him since the quarantine detention?

A. Not much.

Q. You have talked with him some?

A. Very little, sir.

Q. Well, you have sometimes?

A. Sometimes; yes, sir.

Q. He was pretty warm about being detained at the quarantine, wasn't he?

A. Well, no.

Q. He was not angry about that? McCafferty was not very angry about the detention at quarantine—very indignant, was he or not—was he very indignant about being detained at quarantine—(the witness hesitated). He didn't like it; thought it was improper; was angry about it; was put out about it, etc.?

A. I don't know, sir.

Q. You, as first officer of the vessel, dine at the captain's table, don't you?

A. No, sir.

Q. You never do?

A. No, sir.

Q. You did not sit with Mr. McCafferty at table?

A. No, sir; I never did.

Q. Didn't you frequently talk with McCafferty, as passenger on the boat, while you were lying there at quarantine?

A. Very seldom.

Q. Well, at any rate, when McCafferty came aboard he made some appeal to the captain, in which he indicated he was frightened, and wanted to get away from Bluefields; that is correct?

A. Yes, sir; that is correct.

Q. Did you read his telegram to the New Orleans Picayune?

A. I saw it.

Q. Is this statement of McCafferty true; that owing to the action of the Nicaraguans—did he state something like this to Captain Nicolaysen when he came aboard—that, owing to the attitude of the Nicaraguans at Bluefields, he had boarded the steamer and appealed to the captain for protection, ascertaining his life was in danger, begging him to carry him to Mobile, or put him aboard the United States cruiser *Columbia?*

A. Yes; the captain said he could put him on the cruiser.

Q. I am asking you whether that is substantially true as to what McCafferty said when he came aboard.

A. I can not answer that.

Q. You heard what McCafferty said when he came aboard?
A. No, sir; not everything.
Q. Where were you?
A. At my business.
Q. You were at your business, but where was your business?
A. Around the ship.
Q. Where were you on the ship at the time he came on board and you heard this conversation?
A. Working my men.
Q. At the time you heard this conversation you were about the ship working your men?
A. Yes, sir.
Q. What part of the ship were you, at that time?
A. I can not recollect now.
Q. Do not you recollect that Captain Nicolaysen substantially said to him that he would put him on the cruiser *Columbia*, and could not carry him unless he got a permit from Dr. Pruitt?
A. All I heard Captain Nicolaysen say was, he was willing to put him on the *Columbia*.
Q. That is all you heard—to put him on the *Columbia?*
A. Yes, sir.
Q. When Dr. Pruitt came, wasn't this man McCafferty called out of the forecastle? Wasn't he sent for?
A. He did not stay there.
Q. Wasn't McCafferty sent for by the captain or some officer of the ship to come out of the forecastle while Dr. Pruitt was on board and while your vessel was at the bluffs?
A. He stayed on the forward deck a while, I think.
Q. After a while did he come out of the forecastle?
A. He came out after he lighted a cigar.
Q. Did he smoke it up?
A. No; he had just been lighting it.
Q. How long was he in the forecastle?
A. About five minutes, I reckon; but I can not say positively.
Q. He had not smoked the cigar up?
A. No, sir.
Q. Had the ship left her anchorage when he came out?
A. No, sir.
Q. Was she still in the same position?
A. Yes, sir.
Q. Well, she was just as near the bluffs and wharf as she was before?
A. Yes, sir.
Q. When he came out, where did he come to or go to?
A. Went up on the bridge.
Q. Didn't some messenger go to him to bring him out, or to call him out, or did he just come out of his own accord?
A. I guess he stood on the forecastle deck there, and Mr. Pruitt or some one else sent in there after him.
Q. You say you guess; did you hear anybody sing out for him, or are you simply guessing?
A. Somebody sung out for the passenger, but as I didn't know the man by name, exactly; I couldn't say.
Q. And he came out?
A. Yes, sir.
Q. Didn't you hear Doctor Pruitt tell him, or tell the captain, that he would not give him a permit or certificate so that he could come into Mobile?
A. I didn't hear that.
Q. Did you hear anything? Did you not hear some conversation or some request for Dr. Pruitt to give him a certificate or a permit so that the ship could bring him to Mobile?
A. No, sir.
Q. Didn't you hear that matter discussed of giving him a certificate of health, at that time, by somebody?
A. What did you say?
Q. I say, didn't you hear at that time—when he came out of the forecastle and went up on the bridge—didn't you hear any discussion or any talk about giving him a certificate of health—this man McCafferty?

A. No, sir.

Q. How near were you to this party, consisting of Doctor Pruitt, Captain Nicolaysen, Dr. Kuehn? How near were you to them and McCafferty when Mr. McCafferty was on the bridge after he had been in the forecastle, and just before Doctor Pruitt left the ship, while they were talking?

A. Well, I was on the bridge.

Q. You understand English very well, don't you?

A. I do.

Q. This deposition has been taken entirely in English; English answers to English questions. It has been given in the English language?

A. Yes.

Q. You, then, understand English very well, don't you? Well enough to understand an ordinary conversation?

A. Yes, sir; well enough to make myself understood.

Q. And to understand what others say?

A. Some of it.

Q. You understand the current talk about ship business and quarantine when you hear it in English?

A. Some of it.

Q. You were on the bridge. Did you not hear Dr. Pruitt say to McCafferty, or to Captain Nicolaysen, one or the other of them, that he would not give a certificate of health to this man, or permit him to come to Mobile?

A. No, sir.

Q. Did you not hear him say—did you not hear he requested him to give such a certificate, by either Captain Nicolaysen or McCafferty?

A. I heard they had a row up there about some permits.

Q. Well?

A. But as I did not hear all of it, I couldn't say, properly.

Q. State what you did hear.

A. Most of the talking and speaking was going on in the cabin, and I did not go in the cabin, but I heard Captain Nicolaysen say that all he could do was to take him to the man-of-war and put him aboard there.

Q. That was when he first came on board?

A. That was before we started away from the Bluefields Bluff.

Q. Well, was that when he first came aboard the ship and before he went to smoke the cigar or afterwards?

A. In the meantime.

Q. Well, was it while he was smoking the cigar in the forecastle that it took place or before he smoked it, or after he come out of the forecastle?

A. Well, I couldn't say.

Q. You don't know which it was?

A. No, sir; not exactly.

Q. You don't know who sent him to the forecastle, then?

A. No, sir.

Q. How long was this before Dr. Pruitt came aboard that McCafferty came aboard? How long did he come aboard before Dr. Pruitt came aboard?

A. In the same time.

Q. Pruitt and he came together?

A. In two boats.

Q. Which boat got to the ship first, if either did?

A. They got to the ship at the same time.

Q. Which climbed up the ladder first?

A. I couldn't say that.

Q. Was she laying at anchor or at the wharf, the *Nicaragua*?

A. At anchor.

Q. Petersen attends to the custom-house brokerage business in Bluefields, doesn't he?

A. Custom-house officer.

Q. No; he is not a custom-house officer, but he is a ship broker there, and attends to the entrance and clearance of ships and the papers and manifests.

A. Yes, sir; he does.

Q. Does he not attend to the business of a custom-house broker?

A. No.

Q. You know what a custom-house broker is?

A. Yes, sir; I do.

Q. Don't he attend to that business for the shippers there?

A. The ships in that line and for that firm.

Q. Does he not have other ships; that is, other ships than those chartered by Orr & Laubenheimer?
A. I never have sailed on any.
Q. You have never sailed on any of the others chartered by them?
A. Yes, sir; I have sailed on other ships.
Q. Others chartered by Orr & Laubenheimer?
A. No; not by Orr & Laubenheimer.
Q. I said by that company?
A. No, sir; I have not sailed on any other chartered by them.
Q. How do you know he attends to the custom-house business of a ship broker for the other ships they charter? Are you present when their business is attended to?
A. Of course all of us get our orders from Petersen while we are laying at Bluefields.
Q. I will ask you to answer the question. That is not an answer to the question. Now, listen to the question and answer it. The question is, if you are only on the *Nicaragua* and have not been on any other ship chartered by that firm, how do you know who attends to the ship's business and other business of the other ships chartered by that firm?
A. Because I hear that they get their orders from Captain Petersen. Captain Petersen is the man that gives the orders for Orr & Laubenheimer Company at Bluefields.
Q. What orders did he ever give to you for that company?
A. Well, of course, when we come into port and as soon as the agent comes aboard, Petersen, he gives orders and we blow out our boilers and steam, and when he wants the ship to go away again from Bluefields he is the man that orders us to steam out and what day he wants us to get away.
Q. Is he not a stevedore as well as a custom-house broker?
A. Petersen?
Q. Yes.
A. No, sir; he is a merchant.
Q. Is he not a stevedore as well as other things?
A. I don't know.
Q. Has he not stevedored the *Nicaragua?* That is, attended to the stowage of her cargo while she was loading it, employing and furnishing labor for that purpose?
A. He has been attending, that is, going with the ship from Bluefields to Rama, but not stevedoring.
Q. Has he not attended to the loading of the ship, and directed the loading and supervising it?
A. No, sir.
Q. He did not come aboard on this occasion and give any orders about McCafferty at all, did he?
A. He did not come aboard. He sent his head clerk aboard.
Q. Wait a minute. I will ask you to answer my questions. Did he come aboard himself and give any orders about McCafferty?
A. I don't know.
Q. You didn't see him come aboard, did you?
A. Not the day we left.
Q. Now, you don't know of your own knowledge whether he sent any orders or not, do you?
A. From my own knowledge, I should think he sent his clerk aboard.
Q. Did you see him send his clerk?
A. Sir?
Q. Did you hear him send his clerk?
A. No; I didn't hear it; but you asked me of my own knowledge.
Q. Yes; but not what other people told you or what you suspect.
A. Yes, sir; from my own knowledge and thinking——
Q. Well, in your thinking sometimes you know less than you think of. Did you hear him direct anybody to give instructions to the master of the steamer?
A. Who do you mean?
Q. Mr. Petersen; the man you call Captain Petersen.
A. If I heard him?
Q. Did you heard him give any instructions to the chief clerk to give any orders to the master?
A. No, sir.
Q. You did not?
A. No, sir
Q. Did you see any written instructions by him?

A. By whom, sir?
Q. By Petersen; to any clerk in regard to McCafferty?
A. I never did, sir.
Q. Then you have no reason to know that he did send his chief clerk with any orders about McCafferty?
(Objected to by proctor for claimant, as the queston is argumentative.)
Q. Then is it not the truth that you do not know whether or not he sent any orders by his chief clerk to Captain Nicolaysen in regard to McCafferty?
(Objected to by proctor for claimant, as argumentative.)
A. I do not understand you, sir.
Q. Did you hear the conversation that took place between Captain Nicolaysen and Lieutenant Lowrie, of the cruiser?
A. No, sir; I was on the upper bridge working the ship.
Q. Were you on the bridge at the time that McCafferty first came aboard?
A. I was somewhere around the ship.
Q. I said, were you on the upper bridge? I know you were on the ship. You have said that half a dozen times. Were you on the bridge at the time?
A. No, sir.
Q. Where were you?
A. In the forward part of the vessel.
Q. How far from the bridge?
A. A short distance.
Q. Several paces?
A. Yes, sir.
Q. Was the steamer operating her machinery at the time, or was everything quiet?
A. Everything was quiet.
On redirect examination the witness testified as follows:
Q. What is your nationality—what nation do you belong to?
A. Norway, sir.
Q. Does it or not frequently happen that you do not understand an English question until it is repeated in a different shape?
A. Well.
Q. Sir?
A. What do you say, sir?
Q. Do you speak English fluently?
A. Not quite fluently.
Q. Do you always understand the question when it is directed to you?
A. The most of them.
Q. When a passenger would come aboard the *Nicaragua* would you see the permit?
A. No, sir.
Q. Who would attend to the question of permits?
A. The doctor.
Q. Do you know whether or not the captain would see the permit of the passenger when he would come aboard?
A. No, sir; I couldn't say that. I know that I never saw any permit when I was captain of her.
Q. From whom did you get orders to take the passengers that the *Nicaragua* carried on the previous occasions? Who sent them aboard?
A. When I was captain of her I got my orders from the doctor.
Q. You got your orders from the doctor?
A. Yes, sir.
Q. Doctor who?
A. Pruitt.
Q. Orders—of what character do you mean? What orders are you talking about?
A. Well, he would tell me that he was going to send so and so many passengers with me.
Q. Where is Dr. Pruitt stationed?
A. At Rama.
Q. Was it at Rama or at Bluefields that he would tell you that he had so many passengers?
A. He told me at Rama.
Q. When you got passengers at Bluefields who would send them?
A. Petersen.
Before signing, the witness corrected the statement on page 95 that Dr. Pruitt came aboard at the same time as McCafferty and that they came in two boats. He says this is a mistake, and says that Dr. Pruitt was on board the *Nicaragua* from Rama and remained aboard ship until we left Bluefields.

THRUND TRONDSEN, a witness called and sworn on behalf of the claimant in the above-entitled cause, testified as follows, on direct examination by proctor for claimant:

My position is that of chief engineer of the steamship *Nicaragua*. I have occupied that position for about five months, running between Mobile and Bluefields.

I know Captain Petersen in Bluefields, but do not know his first name. I was on board the vessel on the last trip inward, in August, 1894, when John McCafferty came in as a passenger and we were detained in quarantine. I did not see Captain Petersen when we left Bluefields, but saw him when we went in there. I know Captain Petersen gives orders sometimes, and that is all I know as to who did the business for the ship. I do not know anything about the ship having any business with anyone except Captain Petersen. I know Mr. Carl Brunsen, who is Mr. Petersen's chief clerk. I saw John McCafferty when he came aboard at Bluefields. I saw him come on board and he went on deck. He came with Carl Brunsen in a boat.

On cross-examination the witness said:

McCafferty, when he came on board, went on deck. That is all I saw him do. He spoke to Captain Nicolaysen. I saw him speak to the captain. The captain and the doctor and Carl Brunsen were speaking together. I do not know the name of the doctor. It is the Mobile doctor.

That was after McCafferty had been in the forecastle. My cabin in the ship is in the middle of the ship, behind the engine room. There is nothing forward but the forecastle. It is not fitted up like the cabin. It is fitted up coarsely, like all forecastles are usually fitted up. It is plain, for the sailors.

I did not see McCafferty go into the forecastle, and did not see him when he came away from the forecastle.

I can not say exactly how long it was after he came on board before I saw him on deck with Dr. Pruitt and Carl Brunsen. I do not know how long it was, and can't remember how long it was. When he first came aboard I was standing on deck, and I saw him come aboard. I went after that into the engine room to see if everything was ready to go out, and then I saw him come on deck. I saw him come on deck, and then went into the engine room, as I have stated, and after that I came on deck again myself, and he was on the lower bridge by the side of the chart room, and then I saw Captain McCafferty and Carl speaking together there, and the doctor.

They were too far away for me to hear what they were speaking of. I was further off than six or eight feet. It was about sixty feet from there to the engine room. I never heard any loud, angry talk going on. I didn't hear any words of anger. I heard no loud voices. There was no indication of passion, anger, or enmity. I heard the captain say, "I can take him out and see what the man-of-war says about it. If he is willing to go, we will take him along." The captain (Nicolaysen) said that. He was speaking to the Mobile doctor. He said he would take McCafferty out to the man-of-war and if they told him to come on to Mobile that he would take him to Mobile. I do not know what the doctor answered. I can not say what the doctor answered, but they went down in the cabin then, and I didn't hear what they said. I did not hear the doctor say he could not take him to Mobile. I did not hear the doctor say he would not give the captain or McCafferty a certificate of permit.

I did not hear this man McCafferty begging to be given a certificate or passage or something to get away from the country and save his life, but I heard Mr. McCafferty say, when we were out at sea, he told me he was in danger there, and that was the reason he left. He said to me: "I don't know what they call that fellow down there—that Lacayo, I believe it is—told him to get away from there or maybe he would be killed." I do not know whether he was pretty anxious to get away or not. He was in a safe place when he told me that. It was after we signaled the *Columbia* and had gone by and were coming to Mobile. He was perfectly safe then.

I do not know anything about any business relations or arrangements between Orr & Laubenheimer and Captain Petersen.

ANTON MATHESON, being duly sworn on behalf of claimant, testified as follows:

Direct examination by PROCTOR FOR CLAIMANT:

I am connected with the steamship *Nicaragua* in the capacity of second mate. I have been second mate of the vessel about twenty-two months. I have been aboard of her during the whole time in which she has been bringing fruit to Mobile for Orr & Laubenheimer.

I know Captain Petersen, of Bluefields, but do not know his first name. Petersen attends to the business of Orr & Laubenheimer, with the ship *Nicaragua*, in Bluefields. He has been doing this since we have been running there. No other person has represented Orr & Laubenheimer in Bluefields except Petersen in any business for the ship.

The ship has gotten all her orders in Bluefields from Captain Petersen. The *Nicaragua* has been carrying passengers between Bluefields and Mobile off and on all the time she has been going between these two points. I do not know what has been the custom about those passengers, as to who they paid their fare to. I think Captain Petersen always sent the passengers aboard. I think Captain Petersen was on board ship when we went in this last trip, but I did not see him after that. I was on the last trip of the vessel, when Captain Plesner acted as master of the vessel. On that trip we had three passengers from Rama. Mr. Orr was one of the passengers. He is a member of the firm of Orr & Laubenheimer.

I know Mr. Carl Brunsen. I do not know whether he is Mr. Petersen's chief clerk, but he is one of the clerks in Mr. Petersen's office.

John McCafferty came out in a small sailboat when he came aboard. I could not tell who he came with, as I did not see him come aboard. I saw Mr. Carl Brunsen on board at the time Mr. McCafferty was on board.

I think Captain Petersen has brought passengers on board himself. I do not remember, but I think he has brought some aboard. I can't remember now as to that.

On cross-examination the witness stated.

We always make a passenger coming up here to the quarantine station bring a health certificate, and won't take him without it.

Rama is sixty miles from Bluefields. It is about five hours' run. The business the fruiters do down there is on the Rama River. The Bluefields River empties at Bluefields, and the Rama River is the one where Rama is. We get cargoes partly on the Bluefields River and partly on the Rama River. We do not get them all at one place. The business is all done at Bluefields. That is the center of the business. Rama is a smaller place. I think all fruit houses have their headquarters at Bluefields pretty much.

I am the second officer of the *Nicaragua*. I never have anything to do with the business of the ship, or ordering the steamer about, or anything of the sort. Even when Plesner was master, I had nothing to do with anything except handling of the ship. I had nothing to do with the ship's business.

Q. On the July trip, when Mr. Orr and two others came up to Mobile, they had health certificates, didn't they?

(Objected to by proctor for claimant as irrelevant and immaterial.)

A. Yes, sir; I think so. I do not know what Captain Nicolaysen said to Mr. McCafferty, as I did not hear it. I was not in the forecastle. My quarters are midships, where the officers' cabins are. It was about half an hour after the sloop got alongside before I saw McCafferty. He was forward in the forecastle when I saw him.

I know Dr. Pruitt, the Mobile quarantine officer down there. Dr. Pruitt was with a boat up the river and came down from Rama. He was aboard ship when McCafferty came. At the time that McCafferty was in the forecastle Dr. Pruitt was in the cabin, I think. I was not in the same cabin, and did not go through the cabin or saloon. We call the big main cabin, where we eat, we call that the messroom. That is separate from the one where the captain and passengers are served. He was in the captain's cabin.

I think it was about half an hour before I saw McCafferty after I saw him in the forecastle. I do not know where he was in the forecastle. I did not see him in the forecastle, and did not see him coming out from there. He came out from the sailors compartments—the sailors' forecastle, forward. The door was open when he came out. I did not see how he was sitting in the forecastle. He was not smoking when he came out. I am sure about that.

McCafferty came up amidships, where the Doctor was, when he came out. That was on the lower bridge. I think the mate went forward after him when he came out. That is Mr. Plesner who I speak of. I am not sure, however, that he is the man that went after him. I can not say exactly who it was that went after him. When the messenger went for him I was on the after deck. I did not see him go for Mr. McCafferty. I saw him go forward. You can see the lower bridge from the after deck, and it was the mate that went forward, and I seen McCafferty come along, and then the mate come along afterwards. The mate was not so far behind Mr. McCafferty. When they came out from the forecastle, I was standing there doing some work. The Doctor was there, and I think he spoke to McCafferty first. I was not there, and did not hear what he said. They got pretty mad and talked pretty loud. I did not hear what McCafferty said to the Doctor. I did not notice the tones of his voice. I did not hear McCafferty or the captain ask for a health certificate. I was off attending to my duties. I paid no further attention to what was going on between them.

It was about half an hour after that before Dr. Pruitt went away, and the ship sailed soon after he left there. I heard the captain say he was going to take him out to the man of-war. I did not hear anything else. The captain said that to Dr. Pruitt, the Mobile doctor. I did not listen to it all, because I had work to do. McCafferty was walking down amidships during the time. I did not hear what he said to the doctor. I did not hear him talk to the doctor. I did not hear him tell the doctor that he was a liar.

Q. Didn't you hear him tell the doctor that if he said certain things they were untrue, and that he was a liar, or substantially that?

(Objected to by proctor for claimant, because the witness has said that he didn't hear the conversation, and is, therefore, incompetent to testify as to the facts inquired about.)

A. No, I didn't hear it.

Q. Did you hear him say anything about being a stowaway?

A. No, sir.

On redirect examination the witness testified as follows:

I never saw the permits the passengers would have when they came on board. I have heard them talk about it, that they would not take them without permits. I have heard it talked about on board. I never saw any permits. I saw the first mate go down in the forecastle where McCafferty was. I saw him go down in the forecastle.

Q. Are you sure it was the mate?

A. Yes, sir; the mate and Carl Brunsen. When a passenger would come aboard I do not know whether they would show the permit or anything of the kind. I do not know anything about that. I never heard Captain Nicolaysen ask any passenger for a permit. I never heard Captain Nicolaysen ever ask a passenger for a ticket, or as to who sent such passenger aboard.

TESTIMONY IN OPEN COURT ON THE PART OF THE DEFENDANT, FILED APRIL 9, 1895.

The witness G. NICOLAYSEN testified as follows:

My name is G. Nicolaysen. In August last, and prior to that time, I was master of the steamship *Nicaragua*. I have followed the sea since I was sixteen years of age. I am the same person who made and entered into the charter party introduced in evidence. I did not know that the charter party in this case had been assigned to Orr & Laubenheimer until the libel in this case was filed. Attorney for respondent then asked witness whether there was anything said which caused the charter party to be closed in the name of Steinhart instead of the name of Orr & Laubenheimer, whereupon proctor for libellant announced that he did not claim that the charter party was originally made to Orr & Laubenheimer, but that libellant claimed under an assignment of the charter party from Steinhart & Co. and the subsequent conduct of the parties.

I had been doing business, transporting fruit between Bluefields and America, prior to the time that Mr. McCafferty came up upon my vessel—close on to three years—and I had known Captain J. A. Petersen during all of that time, and had never heard that the charter party had been transferred from Orr & Laubenheimer to The Orr & Laubenheimer Company, Limited. Ever since I commenced to run under the charter party in question Captain J. A. Petersen has been the Bluefields agent of Orr & Laubenheimer and of The Orr & Laubenheimer Company, Limited. I only knew what his relation to Orr & Laubenheimer and The Orr & Laubenheimer Company, Limited, was from the time I commenced to run for them. He represented Orr & Laubenheimer until the formation of The Orr & Laubenheimer Company, Limited, and he has represented them ever since. It was sometime in the summer that the business of Orr & Laubenheimer commenced to be done under the style of The Orr & Laubenheimer Company, Limited. I was the first ship they chartered. I heard Mr. Laubenheimer say that they had formed a stock company, but I did not take much notice of that. That was in the summer sometime. All of the time that I was running there for The Orr & Laubenheimer Company, Limited, Captain J. A. Petersen was the agent at Bluefields; he came aboard and took my papers, and he gave me instructions as to where I should get my cargo from, and always told me where to make my landings. The bills of lading were to Orr & Laubenheimer, and afterwards Orr & Laubenheimer Company, Limited. On my previous trips I had always obeyed the instructions of Captain J. A. Petersen. Prior to the time that I brought McCafferty to Mobile I had brought other passengers on my vessel.

Prior to this time I had brought other passengers to Mobile. I have put down the names of some twenty, but there were others, whose names I do not recollect. I did not know before the passengers came aboard whether they were going or not.

They sometimes came aboard when I knew nothing about it. I think I have gotten, sometimes, a piece of paper. On one occasion, I remember, there was a man called Rice; he went up during the quarantine season, and I got a piece of paper from him, in which I was told that this man had paid his passage, that they should deduct it from his draft at the office. That is the only instance where I got any paper, or ticket, from any passenger. I have the names of seven passengers that came with me from Bluefields. None of those seven ever presented me any ticket for passage, nor did I ever claim any money for the passage from them. I very often went ashore there, and, of course, I was on very friendly terms with Captain Petersen. I always stayed at his house, and he would generally mention that he was going to send a passenger that time, and that is all that I would know about it. When I would bring a passenger from Bluefields or Rama to Mobile, I would make out my board bill and present it to the office here. I had nothing to do with the passage money. They told me they wanted it done that way, and I got my money from the Mobile office, and when I took any passengers from Mobile I got my money from Bluefields, and the passage money was settled with the agent at Bluefields or in the office at Mobile.

I was not required to make out any check or paper showing that the people had come. They only required of me an account. When I was running to New Orleans I had several passengers after the quarantine regulations had gone into effect, and while running into Mobile I had several. I heard a good deal of talk in Bluefields about the quarantine, but I never took much notice of it. When a passenger came aboard of my vessel after the quarantine went into effect, I did nothing more than I had done before. I required no papers of him at all. I had never produced any certificate or tickets or other paper for such passengers. When I came down there on the last trip, on which this trouble arose, I went straight in and hoisted the flag and blew the whistle. The mate, who had had charge of the vessel on the previous trip, had had some trouble in getting aground, and, of course, I wanted to be more careful, and I therefore raised my flag. I then turned about and went close up to the bar, and blew my whistle, and came to anchor. Some boats came out from Bluefields; they were all loaded with passengers and their luggage. They went on board the British man-of-war. I was watching with my glass how they got along in meeting the sea. It was pretty rough with the boats, and I saw Captain Petersen's boat, and saw him steering. It took him some time to discharge the passengers on account of the swell alongside the ship, so Captain Petersen did not come over to me until a couple of hours afterwards. He came on board then, and I heard from him that he couldn't get any pilots, and he then asked me if I wanted him to come aboard, and I said, "All right," and so he then came aboard, and we first had a little bite to eat, and he then told me that he was very downhearted, and felt very bad. I can not remember exactly the words.

He then said, "I wish I could go myself or send my family away, because it is getting too hot here. Everything is upset." I asked him for a pilot and he said, "Captain Nelson is sick, and the other pilot has taken to the bush—run away." I said, "Can't we go in and get any fruit?" He said, "Yes," we could get fruit. I used to run in without pilots. He said he would take the vessel in, and I said, "All right." We came in and I went ashore there. Petersen told me that the Spaniards had come back and taken the town. He told me what sort of people they were, and said they could not be controlled; that they had no respect for officers, and no training; that they were barefooted and looked like a lot of ruffians, and he said that they would give the men belonging to the men-of-war so many hours to leave shore. Commander Sumner had ordered his men on board. There was a revolution going on and martial law prevailed. There was some talk of arming the American citizens there. You didn't know what to think. They talked about burning the city and taking the ships, and they sent about two hundred men over to the bluff.

The first time I ever heard of Mr. McCafferty was when I was in Bluefields on that trip, and Captain Wiltbanks was the first man from whom I ever heard anything about McCafferty. Both Wiltbanks, Petersen, and Seat spoke to me a good deal about McCafferty going to Washington, D. C. Captain Petersen told me that McCafferty was going to Mobile on my ship. I think he was the first man to mention this; I can't swear positively that he was the first one who mentioned it, but he told me this. I mentioned the quarantine regulations, and Captain Petersen said he would arrange that. He then said something about getting up a petition or memorial. I had never, to my knowledge, heard of Mr. McCafferty prior to that time. I did not know him before I saw him on board the ship. I was sitting in my cabin making out my bills of lading, with Captain Pelletier, and someone said that the boats were coming. We had been waiting for some time for the boats from ashore. When we came up there were two boats alongside, and I saw McCafferty and the

other people. Dr. Kuehn introduced McCafferty to me. Nothing was said between us in regard to the passage at that time. I had promised to speak to Pruitt, but had not done so. I do not know exactly where Mr. McCafferty went after the introduction, but knew he went forward.

Q. Was there anything said by Dr. Pruitt about McCafferty?

A. Dr. Pruitt—I never spoke to them about McCafferty; I told McCafferty to get out of the way a little so that I could speak to him.

Q. When you saw there were no papers you asked McCafferty to come forward?

A. No; not to come forward, but to get out of the way. There were soldiers so close to him I was afraid of trouble. I was vexed at not seeing Petersen come aboard with McCafferty. I know Carl Brunsen. He is a young man, the nephew of Captain J. A. Petersen, and the chief clerk in his office, and had acted for Captain Petersen in connection with my vessel. Carl Brunsen came aboard at the same time that McCafferty did. I knew McCafferty was coming. I had promised Captain Petersen and Captain Wiltbanks to take McCafferty. I said to Carl Brunsen, "Where is Captain Petersen?" and Carl said that he was ashore, and I said that that was like him; if there was anything to be done, he stayed away. I asked Carl Brunsen about the papers, and he said they were all right, and gave me a sealed envelope, saying again that the papers were all right, and I might open them when we got outside. I suspected that there was something wrong from his manner, and I opened the envelope and found that it contained nothing but the consular bill of lading. Dr. Pruitt was standing close to us. I did not tell McCafferty to go forward, but I told him to get out of the way. There were soldiers so close to him that I was very troubled.

I started to ask Dr. Pruitt, but Dr. Kuehn interrupted, and asked if he could not issue a permit to take his friend, Dr. Lerch, to Mobile, as ship's surgeon, but he said nothing about McCafferty. I asked Dr. Pruitt if I could not get a permit to take McCafferty, but he did not answer me. I then asked Carl Brunsen where the papers were, and he said they must have been forgotten. I said it was strange Petersen hadn't come out, and Brunsen replied that he must have forgotten; perhaps McCafferty himself had the papers. I then went down into the cabin and spoke to Dr. Pruitt a second time, as I had promised Captain Petersen to do my best to get a clear bill of health. Dr. Kuehn then spoke to Dr. Pruitt in McCafferty's favor, and said that all he wanted was to favor McCafferty, because he knew that he was in danger. Then he said, you could not take him; I answered, I can. Dr. Pruitt then asked where Mr. McCafferty was, and said he wanted a list of the crew, and asked where McCafferty was. I said, "He is down in the cabin," and I asked the mate to bring McCafferty. Then Captain Seat asked Pruitt if he should say "No passenger," and Pruitt said "Yes," and Seat took up a pen. Carl Brunsen went and got McCafferty, and they came up to me and I asked McCafferty if he did not bring any papers with him, and he said, Yes, he had some papers, and he pulled some papers out of his pocket, but they did not pertain to this matter. There was no paper in his pocket about the memorial. They were only letters of recommendation and the like. We had stepped inside of the cabin door, and I then went on deck again.

I do not know whether Pruitt looked at the crew or not. I was scared; McCafferty was standing on deck. I then went over and had a talk with Carl, and he said that he thought that everything had been arranged between his uncle, Captain Petersen, and myself. I turned to McCafferty and said, "Well, McCafferty, I don't see how I can take you; I am sorry, because I promised Captain Petersen and several others to do so." McCafferty replied, "Well, captain, if you order me ashore, I will go ashore; I am not afraid to die." He was very much excited at the time. Before this, however, while Carl and the mate were bringing Mr. McCafferty to where Dr. Pruitt was, Pruitt said something to Kuehn about his (McCafferty) being a stowaway. I could not hear exactly what it was. McCafferty went straight up to Pruitt, and said: "What did you say?" McCafferty then said, "If you say to anyone on board of the ship that I am a stowaway, it is not true," or "it is false," or something about its being a "lie." When McCafferty said he was not afraid to die, I looked at him, and said, "No, McCafferty, you are not going ashore (these were just my words); I will take you out to the American man-of-war." I do not know whether I said, at that time, that I would take him to Mobile, if I was ordered by Commander Sumner, but I believe that I said so. I hauled up anchor and went out to the man-of-war, going close up alongside of her, and I hoisted a signal first, announcing "political refugee on board; send a boat," and they finally answered, and a boat with the lieutenant in it came up, and he came on board the ship, and I spoke to him about taking McCafferty on board the man-of-war. I had not put his trunk in the cabin; it was standing on deck. I spoke to the lieutenant and said that McCafferty claimed to be in danger, and I sent a letter by him to Commander Sumner. Witness identified the letter as the same

which had been introduced in evidence. After they went back with the letter to Commander Sumner we waited on deck, and it was commencing to rain hard and was getting dusk, and at last the man-of-war signaled us "you will proceed."

When I came into port at Mobile I did not render an account for the victualling of McCafferty on board the vessel, as usual, at once. I was very much upset. But one day I carried a bill for it around to Mr. Orr, one day, and he said that he was not going to pay it; that McCafferty was no passenger. I told Mr. Orr that Captain Ryder wanted to come up on the next vessel, and if his wife had been well he would have to come to Mobile on my vessel, and that he had a permit. Mr. Orr said that he was sorry that Ryder wanted to do so; that he had written down not to take any passengers. I can't be positive, but I think he said he had written to Captain Petersen. He said that he could find the letter in the copy book, and told the boy to bring the book. I afterwards asked him if he had found the letter in the book, but he gave me no answer. I had this conversation with Mr. Orr about his writing Petersen two or three days after I was detained in quarantine. He did not say the exact time he had written, but said it was only a short time before the conversation. I had some conversation with Captain Petersen when I went ashore on that trip, to the effect that, under special circumstances, such as existed at that time, people would be allowed to come in, but I had not told Captain Petersen that I had any special permit to bring passengers. There was some conversation about coming in under special circumstances. [This in answer to question to witness whether he said to Petersen that, under these special circumstances, he could carry passengers.]

I do not know which of the passengers that I have mentioned were deadheads; I do not know which paid passage and which did not.

I frequently drew on Orr & Laubenheimer against the charter price of the vessel and for disbursements of the vessel, and received payment from them frequently on the charter price. I think Steinhart & Co. paid three of the installments of the charter money, but after that one of the drafts miscarried, and Mr. Steinhart told Mr. Orr to pay the charter money himself, and Orr & Laubenheimer paid all of the installments after that, and it was to them that I went for instructions about what cargo the vessel should carry under the charter party. Witness asked, "After the end of the six months you never went back to Steinhart & Company?" Answered, "Yes; last trip I went to see him, the first six months I did not go and see him." Orr & Laubenheimer gave me instructions about bringing fruit and furnished me with coal and everything of that sort under the charter party. I made five or six trips after May 1st before I was detained in quarantine. My ship was the first ship they had running in their name.

Captain Petersen had been in the habit of getting clearance papers in Bluefields, and they were brought aboard before the ship sailed. Mr. Seat brought clearance papers, but not consular certificates. The envelope which was handed to me by Carl Brunsen contained the consular certificate. I left it at the custom-house, and it was lost. It stated so many crew, but I do not know how the blank in regard to passengers was filled in, whether it said no passengers or not. I think it was left blank.

The last I produced had seven passengers from Bluefields. The passengers that I remember were A. B. Orr, J. A. Baldwin, E. Arguella, Mrs. Sequeira, Miss Parris, A. Medina, H. Ebensperger, and Captain Wiltbanks. They took passage both inward and outward. I had nothing to do with the payment of the passage money, and do not know which of them paid and which did not.

Exhibit A to testimony of Jno. McCafferty.

A PASSENGER'S PROTEST AGAINST QUARANTINE.

[By telegraph.]

QUARANTINE STATION,
Mobile Bay, Aug. 20, 1894.

To the Editor of the Picayune:

Owing to the attitude of the Nicaraguan invaders at Bluefields, I boarded the steamship *Nicaragua* on the 14th inst., and appealed to the captain, E. Nicolaysen, for protection, ascertaining that my life was in danger, and requested the captain to either carry me to Mobile or put me on board the United States cruiser *Columbia*, lying then at anchor in the offing at Bluefields.

Captain Nicolaysen replied: "I will put you on board the United States cruiser *Columbia* and if the commander orders me to land you at Mobile I will do so." Steaming up to the *Columbia*, Captain Nicolaysen hailed for a boat, when Lieutenant Lowery came on board. I then furnished him with all the facts in the case, when he interviewed Captain Nicolaysen, who answered him that my life was in

imminent danger and gave him a letter to Commander G. U. Sumner. Lieutenant Lowery then said: "I will report the case to Commander Sumner." After considerable delay Captain Nicolaysen received the following instructions by signals: "You will proceed with such an order." Captain Nicolaysen steamed away for this port, believing that he had performed an act that would command the admiration of America, that owing to ring business, and to the shame of 65,000,000 of freemen, the steamship *Nicaragua* has been quarantined, owing to my presence. It is an outrage.

JOHN MCCAFFERTY.

Exhibit B to testimony of Jno. McCafferty.

MR. M'CAFFERTY'S STATEMENT.

To the Editor of the Register:

As this steamer has been detained in quarantine since the twentieth instant, owing to my presence as a passenger from Bluefields to Mobile, a statement from me relative thereto is due, not only to interested parties, but also to the public, and therefore I shall solicit space for the same in the columns of your instructive paper.

Therefore, as special correspondent, I furnish the Picayune with letters relative to the entanglement at Bluefields.

Understanding the motives which prompted the invasion of the Mosquito Reserve by Nicaraguan soldiers I necessarily leaned, not only in favor of my countrymen, the Americans, but also to the entire foreign element. They had invested large sums of money in the creation of industrial enterprises and in the establishment of all kinds of business operations through the liberal terms of the treaty of Managua. The invasion of the reservation was a gross violation of said treaty, and the entire foreign interest is thereby most seriously jeopardized. Although my correspondence was in accord with truth and justice, nevertheless the mongrel invader became enraged thereat—in fact, my arrest and expulsion from Bluefields was frequently considered.

Madriz, the Nicaraguan secretary of the interior, even went so far as to interview United States Consul D. C. Braida upon the subject. Braida, however, gave Madriz to understand that in the absence of a clear violation of the law my rights and privileges as a newspaper correspondent must be respected. Threats were then made against my life—that is, I received several warnings that unless I discontinued my newspaper attacks I would "get into a hole in the ground," meaning thereby that I would be assassinated, as poor Wilson was by the acting governor of Rama. After the arrival of the United States cruiser *San Francisco* I discontinued writing to the paper, as I was not in accord with Captain Watson. I had urged upon Consul Braida and Captain Watson the great necessity for the detention of the assassin Aguella on board of the *San Francisco*, for after the murder of Wilson he had escaped to the interior, from whence he had returned with Governor Torres, who was heard to say to Aguella: "Return with me and I will protect you. If I had been there, I would have killed twenty Americans." When Watson declined to take the murderer into custody, he said:

"I have no authority for such action." I replied: "If I were the commander of the *San Francisco*, I would send the assassin on board, and should then notify Lacaya that whenever the Nicaraguan authorities informed me that they were ready to give the murderer a fair, impartial trial, I would deliver him to them." Captain Watson answered: "I have no power to do so." I replied: "If you so acted, you would be in touch with 65,000,000 free men, women, and children." Governor Torres took the assassin up to Rama and allowed him to escape again, and he will never be rearrested for that brutal crime. United States Minister Baker then made a vigorous protest, when Torres was removed from office. Owing to such circumstances, I proceeded to the northwestern section of Nicaragua, where I had personal interests to look after, and from whence I returned to Bluefields on the morning of the eighth instant. I had enjoyed a most interesting trip to the northwest, and returned therefrom in the enjoyment of excellent health.

I was scarcely located at the Metropolitan Hotel when many of the most reputable citizens, including the United States consular agent, informed me that they had not been properly represented by the press men since my departure; that the Picayune representative sent to Bluefields after my withdrawal from the field was far more a Nicaraguan than an American, and therefore requested me to take up their cause again. I replied: "Owing to the action of our naval commanders, I withdrew from it in disgust, and would rather not touch it again." On the tenth instant, however, Captain Wiltbank came to my room with a message from Captain B. B. Seat, United States consular agent, requesting my immediate presence at his office, as Captain J. A. Petersen, merchant, also agent for Messrs. Orr, Lauben-

heimer & Co., was there, and that they wished to talk over the situation with me. I repaired at once to the United States consulate, when I had an interview with Seat, Wiltbank, and Petersen. They complained bitterly of the presence of the Nicaraguans, their seizure of the steam tugboats at Rama, the transportation of Nicaraguan soldiers on board the steamship *Yulu* from Greytown to the bluff of Bluefields, these boats and steamer being the property of Americans and sailing under the flag of the United States. They also denounced the conduct of our naval commanders, and more especially the mischievous apathy of Commander G. W. Sumner. "The British commander," said they, "has not only extended lively consideration in behalf of British subjects, but he has also thrown his flag around us when deserted by our naval commanders, and we are not of the 'rowdy element.'" Captain Petersen then said: "You had better return to the States, where you can safely champion our cause."

After talking over the advisableness of such action I finally consented to return home, believing that I owed such consideration to the general welfare of the foreign element at Bluefields. Captain Petersen then said: "You may return by either one of our three steamers. The *Nicaragua* is at the bluff en route to Rama, and you can go on board of her at once." I replied: "Captain, I must have at least three days more in town; if you will have a steamer then en route for Mobile, you may arrange my passage home." Petersen then said: "The steamship *Nicaragua* will be down on the thirtieth instant, and I will make all necessary arrangements for your passage home in her. How much money do you want?" I replied: "Why, Petersen, you astonish me. I have never asked the people of Bluefields for money, and have never received any from them. I do not want any from you, nor will I receive any from you or any other citizen of this town for such assistance as I may have rendered the people of the Mosquito Reserve." He again said: "I have plenty. You can have as much as you want." I replied: "I do not require any of your money, but I shall expect to receive the courteous consideration due my position and mission home." It was then understood that, owing to the attitude of the Nicaraguans, I should not speak of my intended departure to anyone except Seat, Wiltbank, and Petersen.

During the next four days the general community seemed to be moved by a suppressed feverish feeling. In fact, as I viewed the situation, any affair from a street fight to regular warfare might take place at any hour. There were many rumors flying around that this one and that one was put on the Nicaraguan "black list," and might be either arrested or shot at any moment. In support thereof, on the afternoon of the thirteenth instant a Nicaraguan soldier approached me, and in the presence of several foreigners, ordered me to report to the Nicaraguan magistrate, notwithstanding the fact that martial law prevailed. I refused to comply, and ordered the policeman to move away. Afterward I was informed by Mr. Lampton, accountant for Brown & Harris, that Ben Allen, merchant, and Mr. Williams, stevedore for B. & B. Co., were also ordered before the said magistrate, and that they had refused to go before him. Such, then, was the unsettled condition of Bluefields, when the steamship *Nicaragua* returned to the Bluff from Rama.

Accordingly, on the morning of the fourteenth instant, Captain Petersen sent me, my luggage, one sack of ore specimens, and one small sample of Tuno gum, out to the steamship *Nicaragua*. Captain Petersen was the last man with whom I shook hands on the wharf when we sailed away for the steamer. On boarding the steamer I shook hands with Captain Rider, pilot for the Mosquito steamer, and saluted Mr. and Mrs. Pelleter, also connected with Morgan steamers, who had come down with the steamer from Rama without—at least, Mrs. Pelleter—quarantine permit, though Dr. Pruitt was on board. I was then introduced to Captain G. Nicolaysen by Dr. R. Kuehn, port surgeon of Bluefields. I then looked after my luggage, and then, as there was more or less confusion on deck, as it was also a little misty, and there being about 200 armed Nicaraguans on the wharf, not more than 150 yards distant from the steamer, I secured a cigar, went forward, and sat down in a room with its door open and then enjoyed that weed. So far as I was aware, Captain Nicolaysen and everybody else on the steamer knew that I was smoking a cigar in that room. Prudence may frequently be regarded as the better part of valor. Personal enemies were on that wharf, and a man on the steamer could have been shot therefrom. I am quite sure that no fair-minded and honorable man, in the face of the foregoing facts, would even think of calling into question the propriety of my self-protection movement. Only malignant people misrepresent the motives and actions of brave and honorable men.

Therefore, after some little time, Captain Nicolaysen sent for me, when Dr. Kuehn said, "Captain McCafferty, Dr. Pruitt has accused me of bringing you aboard as a stowaway." I replied, "What is that you say?" Kuehn repeated the unfounded accusation, when I said, "The man who says that you brought me to this steamer as

a stowaway, or that any man brought me here as such, or that I am on this steamer as a stowaway, or even that Captain Nicolaysen regards me in any other light than having been sent on board by his agent as a cabin passenger wilfully speaks that which is false. If any man makes that statement in my presence, I will brand him as a liar." Dr. Kuehn then said, "Pruitt, did you hear that?" Pruitt replied, "I could not find him." Captain Nicolaysen then informed me that, being aware of the circumstances surrounding me and my mission, he had asked Dr. Pruitt to issue a special permit for me, but that he had declined to do so. Owing, therefore, to quarantine restrictions, he could not take me without some authority to do so. Petersen's clerk then urged the captain to stand by me. I then looked Pruitt in the face and said, "You seem to be acting as a detective for the Nicaraguans. Physicans should be gentlemen; but I do not regard you as either one or the other; that is in the true sense of the term. You are certainly not a loyal American, and I shall report your unprofessional and un-American conduct to the Mobile board of health."

Captain Nicolaysen said, "Owing to Dr. Pruitt's action, I don't see how you can go by this steamer to Mobile." I then replied, "Captain, do your duty. If you order me ashore I will go. I do not fear the consequences, for I will know how to die." Captain Nicolaysen then said, "No; I will not let you go ashore. I will take you to the United States cruiser *Columbia*, and if her commander orders me to take you to Mobile, I will do so." I then said, "Captain, I thank you for such consideration. Commander Brunner will either order you to carry me to Mobile or he will receive me aboard his war ship." Pruitt then said, "Captain, if he is going in your ship I must make out another report." We then retired to the cabin, where I said, "Captain, I wish now to repeat in the presence of Dr. Kuehn, Mr. Seat, and Captain Petersen's chief clerk, so that I may not be misrepresented, I was sent out to the steamer by Captain Petersen as a cabin passenger en route to Mobile. Any man, therefore, who should represent me otherwise would utter malicious falsehood." Pruitt made no reply. After he had made out and sealed his report, Captain Nicolaysen requested Pruitt to furnish me with a health certificate, addressed to Commander G. W. Sumner. Pruitt replied, "Doctor Kuehn may furnish him with the certificate." Kuehn smilingly said, "Yes, Captain McCafferty, I will give you a health certificate." Those from the town then left the steamer, and Captain Nicolaysen steamed up to the United States cruiser *Columbia*, when he signaled for a boat, informing his commander that there was a political refugee on board. Lieutenant Lowry came on board, when Captain Nicolaysen informed him of all the circumstances in the case, showed him Dr. Kuehn's certificate of good health, and gave him a letter to Commander G. W. Sumner, wherein protection was requested for me. Lieutenant Lowry then interviewed me, asking, "What do you require of us?"

I replied, "Protection. I either wish to be taken or sent home, or taken aboard your war ship." Lowry then said, "Well, you are here on this ship, en route home; what more do you want?" I replied, "Yes, Lieutenant, that is all right; but what about the captain? He must have some protection from quarantine restrictions." Lieutenant Lowry then took the captain to one side, where they remained some time, when the lieutenant said, "I shall report the case to Commander Sumner." He then returned to his ship. In due time Commander Sumner signaled to Captain Nicolaysen, "You will proceed." After the captain and mate had read the order, Captain Nicolaysen came to me and said, "You are now all right. With that order the board of health will allow me to pass; and when the honorable members of the board get to know the facts they will not regret their kindly consideration, and more especially so as I have stood by an American in danger." I replied, "Captain, as you are a foreigner, I shall hope that my countrymen may not subject you to annoyance at Mobile. If they should, I would ever feel ashamed of belonging to a soulless people; however, as I believe in my countrymen, I shall hope that you may have no cause to ever regret your heroic action in my behalf." We then steamed away for Mobile, and, after a very delightful passage, arrived at this quarantine station on the evening of the nineteenth instant.

Judge of my great astonishment when, on the morning of the twentieth, about 6 a. m., the quarantine physician, Dr. G. W. Fowler, with the above facts before him, said, "Captain, I shall recommend the detention of this steamer in quarantine, that her cargo be unloaded in quarantine, and that the steamer be then fumigated in accordance with our regulations." Captain Nicolaysen then protested against such harshness, but Fowler would not relax. I then appealed to him for kindly consideration in behalf of the brave and generous Norwegian captain, saying, "Doctor, with all the facts before you, which alone should command your most generous consideration, I have further to assure you that the sanitary condition of Nicaragua is excellent, and the sanitary condition of this steamer and health of her crew are good; why, then, should you detain her in quarantine? He then said: "If you had behaved yourself down in that country (meaning Nicaragua) you would have no

cause to run away from it. I must detain this steamer." I replied: "If you say I did not act in Bluefields as became an honorable American, you will lie. Furthermore, I left there and am here because of the urgent request of the most reputable Americans in Bluefields." Owing to Fowler's action we have been, as I know, without just cause, detained here since the twentieth instant, but will be released this 1 p. m., I now understand.

With the foregoing statement before them, the interested parties should know whether the detention of the steamship *Nicaragua* was a necessary act in behalf of the sanitary condition of Mobile or not.

I have only to add, as the jewel which this rude man, G. W. Fowler, wears hanging from his watch chain, represents all that is clean, pure, noble, and exalted, he should lay it away, and then go into sackcloth and ashes for the remainder of his life.

JOHN MCCAFFERTY.

STEAMSHIP NICARAGUA,
Quarantine Station, Fort Morgan, Ala., August 25, 1894.

Exhibit C to testimony of Jno. McCafferty.

The Times-Democrat on Tuesday last contained an account of the detention of the steamship *Nicaragua* at quarantine on account of having on board Capt. John McCafferty, of New Orleans, who was a refugee from the wrath of the Nicaraguans at Bluefields, where he had been acting as special correspondent of a New Orleans paper, but who failed to procure a certificate of health from Bluefields, and had, with the vessel, to undergo quarantine detention, which ended this morning. The *Nicaragua* arrived up this afternoon at 3 o'clock, and cast anchor in the river at the foot of Eslava street, where she was boarded by the correspondent of the Times-Democrat.

Mr. McCafferty expressed himself as greatly offended against the Mobile quarantine authorities for delaying him in quarantine. He was reminded that the strict rule of the United States quarantine laws forbid the carrying of passengers at all on fruit steamers, but he paid little regard to this by remarking that two persons were now on their way to Mobile with special permits from the Mobile quarantine board to enter Mobile. The correspondent of the Times-Democrat then turned his attention to Captain Nicolaysen, who met him very courteously, and, being pressed for time, handed the Times-Democrat correspondent the following communication. It is a letter from Captain Nicolaysen, of the *Nicaragua*, to the Department at Washington, and explains itself:

STEAMSHIP NICARAGUA,
Fort Morgan. Aug. 28, 1894.

To the Hon. SECRETARY U. S. NAVY, *Washington, D. C.*

HONORABLE SIR: Replying to your telegram of the 21st instant, I have now to inform you that about 3 p. m. the 14th instant a small boat from Bluefields came out to my steamer, bringing Mr. John McCafferty, a native-born citizen of the United States and special correspondent of the Picayune, of New Orleans, who appealed to me for protection, asserting that his life was in danger, and requested me to take him to Mobile, or put him on board the United States cruiser *Columbia*, riding then at anchor in the offing of Bluefields. I then requested Dr. Pruett, the quarantine physician for Mobile, to furnish Mr. McCafferty with a health certificate, when I would take him to Mobile. Although I assured the surgeon that the most reliable merchants at Bluefields had not only informed me that Mr. McCafferty was in imminent danger, but they had also requested me to take him to Mobile. In fact, they even assured me that his presence in Bluefields, owing to the peculiar condition of the political situation, jeopardized both their lives and property, for, said they, "If he should be either arrested or assassinated a riot at least would follow." Nevertheless that physician, and an American, refused to issue the permit or even a recommendation in the case. I shall ever regard Dr. Pruett as a reflection upon the honor of his country. Owing, then, to quarantine restrictions I decided to put Mr. McCafferty on board the United States cruiser *Columbia*. Dr. Kuhn, the port surgeon, being aboard my steamer, then furnished Mr. McCafferty with a health certificate addressed to Commander G. W. Sumner. Steaming up to the United States cruiser *Columbia* I signalled for a boat, informing her commander that a political refugee was aboard my steamer. In response thereto Lieut. Lowery came aboard, when I furnished him with the facts, showed him Dr. Kuhn's certificate and gave him a letter to Commander Sumner, wherein I requested protection for Mr. McCafferty, and, if he so ordered, intended to carry the refugee to Mobile. Knowing the board of health at Mobile had recently permitted several fruit steamers having stowaways

aboard to pass up from this station without detention, I felt confident that, with an order from Commander Sumner, I could safely bring the American home.

After interviewing Mr. McCafferty, the lieutenant said: "I shall report the case to Commander Sumner." He then returned to the *Columbia*.

In due time I received the following order by signal: "You will proceed." Informing Mr. McCafferty of the nature of the order, and feeling secure in taking him to Mobile, with a parting salute to the United States cruiser *Columbia*, I resumed my way to this port, arriving at the quarantine station about 7 p. m. the 19th instant. The quarantine physician, Dr. G. W. Fowler, the next day at 6 a. m., after being furnished with all the facts relative to Mr. McCafferty's presence on the steamer, to my great astonishment said, "Captain, notwithstanding the commander's order to you, I shall recommend the detention of the *Nicaragua* in quarantine, the unloading of the steamer here, and that she then be fumigated according to my instructions." Necessarily I protested against such action, asserting it would be not only arbitrary, but in the face of the facts it would be unjust in the extreme. Moreover, considering that the sanitary condition of the Republic of Nicaragua, and more especially so along its entire Caribbean coast, is good beyond contradiction; that the sanitary condition of Mobile is fairly good; that the sanitary condition of my steamer and the health of my crew is good, and that the health of the political refugee was good, I am forced to the conclusion that this detention in quarantine is the result of motives other than to protect the sanitary condition of Mobile. I am a subject of Norway, transporting fruit from Bluefields to Mobile. When an American appeals to me for protection—why, even had a negro so applied I should not have refused him. Yet, because I rescued an honorable American from imminent peril I am subjected to unmerited insolence, hardship, and perhaps to financial loss, through damage to cargo by the detention of my steamer in quarantine. Considering, therefore, that I am thus detained by and through the order of Commander Sumner, of the United States cruiser *Columbia*, I feel that the Government of the United States should assume the responsibility therefor, protecting me from financial loss; otherwise Americans will have cause to bow their heads in humiliation.

I remain, honorable sir, your obedient servant,

G. NICOLAYSEN,
Master Steamship Nicaragua.

It is learned that two libels have been filed against the steamship *Nicaragua*, one by the Orr & Laubenheimer Company, whose cargo of fruit she brought and which had to be unloaded at quarantine station and brought to Mobile on barges. The claim for damages in the libel is $5,800. There is also another libel out of the United States district court here by Emery & Co., of Bluefields, owners of a tug. They claim $12,000 salvage for assisting the vessel off a bar.

A private letter received by the *Gussie* from Bluefields, by way of New Orleans, says:

"Some people here say that the American cruiser *Columbia* is chartered by the Nicaraguans and will be paid for when all the Americans are run out of Nicaragua. There are very few American flags left in Bluefields. Many of them have been torn down and trampled in the mud by Nicaraguan soldiers. Commander Sumner, of the *Columbia*, has been notified, but has taken no action in the matter."

The letter mentions the arrest of innocent Americans, as given in the Times-Democrat to-day, but gives two additional names—those of Henry B. Williamson, an American stevedore, whose relatives live at Fort Scott, Ark., and Ben Allen, an American merchant, who came from Belton, Tex. These two men, like the others, have not taken any side in the fight, and the only cause that could be found is that they have remarked that they preferred Mosquito Indians to Nicaraguans—certainly no crime if an American has any right his Government can respect when away from home.

Opinion.

District court of the United States for the southern district of Alabama.

ORR & LAUBENHEIMER CO., LTD.,
versus
THE STEAMSHIP NICARAGUA. } No. 693. In admiralty.

TOULMIN, judge:

On due consideration of the evidence and the law applicable thereto I have reached the following conclusions:

1. That the charter party, on which this suit is founded, was not a demise of the vessel. By its terms the general owner did not part with the possession, command,

and navigation of the vessel. The language used shows no intent to transfer such possession, command, and control. The contract was for the use of the vessel by the charterers for a specified period of time. (Reed *vs.* U. S., II Wall., 591; U. S. *vs.* Shea, 152 U. S., 178; Leary *vs.* U. S., 14 Wall., 607; Donahoe *vs.* Kettell, 7 Fed. Cases, 877; Drinkwater *vs.* The Spartan, 7 Fed. Cases, 1085; The Omoa and Cleland Coal & Iron Co. *vs.* Huntley, 3 Aspinwall's R., 501.)

2. That the captain was the agent of the owner of the vessel, whose business it was to get suitable papers, proper entrance permits to the ports within the charter limits, and that any error or default of the master in that respect is chargeable upon the owner.

3. That in August, 1894, there was a regulation of the Mobile quarantine board in force in the port of Mobile, which required passengers from Bluefields to have a health certificate or entrance permit from the quarantine physician at Bluefields, in default of which any vessel bringing such passengers would be detained at the quarantine station.

4. That the captain of the *Nicaragua* had knowledge of such regulation, and with such knowledge brought the passenger McCafferty on his vessel from Bluefields to Mobile without the required certificate or permit.

5. That John A. Petersen was the agent of the libellants at Bluefields, with authority to receive the fare or passage money from passengers coming to Mobile on the steamer *Nicaragua* and other steamers chartered and operated by the libellants in the same trade, and perhaps with authority to order or direct the captains to bring passengers; that in this instance he did not order or direct the captain of the *Nicaragua* to bring McCafferty as a passenger.

6. McCafferty testifies that he paid the money for his passage to Petersen, and that Petersen promised to make all necessasy arrangements for his passage, and sent him aboard of the *Nicaragua*. Petersen denies this. The weight of evidence tends to support Petersen, at least on the issues as to the payment of the passage money to him and as to sending him aboard of the vessel; and it is clear that Petersen did not make the necessary arrangements for McCafferty's passage to Mobile, whatever his promises or statements on that subject may have been. McCafferty testifies that subsequent to Petersen's promise to make the necessary arrangements for his passage on the *Nicaragua* he met Captain Wiltbank, and in speaking to him about his passage said to him, "How about quarantine?" Wiltbank replied, "Petersen and myself can fix that." It appears from the evidence that they did not fix it, and that the captain of the *Nicaragua* knew this when he took McCafferty as a passenger.

7. The master of a vessel may deviate by going out of his course or by delaying in order to assist or save the lives on board another vessel in distress or otherwise in peril from shipwreck. Not only does the law of the land and humanity demand this, but the charter party in this case provides for it. The respondent invokes this provision of the charter party, and also the principles of law and humanity referred to, as a justification for bringing McCafferty from Bluefields to Mobile without the quarantine physician's certificate or permit, and insists that this is a complete answer to the libellants' claim for the damages alleged to have been occasioned by reason of the vessel's delay at the quarantine station. McCafferty was not shipwrecked. He was not on board another vessel in distress. The deviation, if it be a deviation, was not to assist or save his life. He says that he went on board the *Nicaragua* "as the representative of the American residents of Bluefields; that they proposed to him to return to the United States and champion their cause there, and that he reluctantly agreed to do so." It was on this mission, then, that he desired and took passage on the *Nicaragua*, and not to save his life. It does not satisfactorily appear that his life was in danger. He was told that some person had said to one of his friends that he had better "look out or he will get himself into a hole in the ground," and it appears that there were some threats against him by personal enemies, and it also appears that some American citizens resident there had been threatened with arrest and deportation, and McCafferty may have been one of the number thus threatened; but, so far as the evidence shows, the idea that he desired and sought passage on the *Nicaragua* to the United States to save his life arose after he was aboard the vessel, and when it appeared that he would not get the certificate or permit from the quarantine physician, and it was doubtful whether the captain of the vessel would take him without such permit. Then it was that appeals were made in his behalf, and the captain yielded and decided to take him.

In the ordinary course of the voyage, a deviation by the vessel to save life at sea is justifiable; but the particular circumstances of this case do not present such a case of deviation. (The *Wells City*, 61 Fed., 857; Carver's Carriage by Sea, sec. 292.)

8. "One of the fundamental conditions of the contract was the obligation of the shipowner to be diligent in carrying the goods on the agreed voyage, and to carry

them directly, without any unnecessary deviation." (The *Wells City*, supra.) This obligation must be made good unless prevented by the act of God, the law, or by the libellants. (The *B. F. Bruce*, 50 Fed., 123.)

9. That the cargo of the *Nicaragua* was of a perishable nature, and that the master knew or had reason to know that it must necessarily suffer some decay or deterioration from delay in its transportation.

10. That the respondent has failed to satisfy the court that the delay here complained of was caused by the act of God, the law, or by the libellants.

That the delay was caused by the act of God is not claimed, and that it was caused by law or by the libellants or their agents can not be maintained on the particular facts of the case.

The vessel must, therefore, make compensation for the loss inflicted on the cargo by the detention and delay complained of. This being unknown to the court, a reference must be had to ascertain it.

In the Shadwan Case, 49 Fed., 379, to which the court's attention was particularly called by the respondent, the whole trouble grew primarily out of the charterer's diversion of the ship from the charter limits. He by a subcharter provided that the ship should go to a port outside of the charter limits. The court said: "In undertaking to send the ship to ports outside the charter limits, it was the charterer's business, not the owner's business, to get suitable papers, and the persons employed in doing that business were the charterer's agents, whether the master or other person. In diverting the ship to ports not allowed by the charter, the charterer took the risk of securing to the ship the proper entrance permits, and is not entitled to charge any error of the master in that respect, if there was any, upon the owners. * * * The owners were under no duty to obtain papers for Progreso (the port outside the charter limits), since they never authorized the ship to go there, and the master's defaults, if any, in dealing with the charterer in that regard did not become the defaults of the owners," which clearly implies that if the vessel was operating and entering ports within the charter limits, it was the owner's business to get suitable papers or proper entrance permits, and that any error or default of the master in that respect would be chargeable upon the owners.

The charter in that case, like the one in this, provided that "the captain shall be under the orders and direction of the charterers as regards employment, agency, or other arrangements." This stipulation bound the master to observe any arrangement about the employment of the vessel, and any agency selected or authorized for the vessel, or other arrangements of that kind by the charterers, and if the libellants or their duly authorized agent had made an arrangement for the passsage of McCafferty on the *Nicaragua*, and had ordered or directed the captain to take him as a passenger to Mobile, it would have been the duty of the captain to observe such arrangement, and to have obeyed the orders in respect thereto. Such is not this case as made by the evidence. It shows a case of error on the part of the master, which, in my opinion, is chargeable upon the owner.

A decree will be entered for the libellants.

Filed April 11th, 1895.

RICHD. JONES, *Clerk.*

Decree as to the libellants being entitled to recover, and referring matter to Richd. Jones, as special coms., to ascertain the amount and report the same.

United States district court, southern district of Alabama.

THE ORR & LAUBENHEIMER CO., LTD., *versus* THE STEAMSHIP NICARAGUA.	No. 693. Decree in Admiralty.

And now, to wit, on the 11th day of April, 1895, this cause having been heretofore submitted to the court on the pleadings and proofs, and due deliberation been thereupon had, it is now ordered, adjudged, and decreed that libellants are entitled to the relief prayed in their libel, and that they are entitled to recover of and from the stipulators and obligors on the release bond or stipulation which was given to release the steamship *Nicaragua* from arrest in this cause their damages sustained by reason of the matters set forth in the libel; and forasmuch as the court is not informed of the measure of the said damages and the amounts libellants are entitled to recover thereon, it is hereby referred to Richard Jones, esquire, as special commissioner to ascertain and compute the same and report his findings to this court.

HARRY T. TOULMIN, *Judge.*

Filed and entered on the minutes, page 578, April 11th, A. D. 1895.

RICHD. JONES, *Clerk.*

Decree for damages, $2,833.15.

United States district court, southern district of Alabama.

THE ORR & LAUBENHEIMER CO., LTD., *versus* STEAMSHIP NICARAGUA. } No. 693. In admiralty.

This cause coming on to be heard upon the report of the special commissioner, Richard Jones, filed on June 27th, 1895, and the evidence taken before and reported by said commissioner, and the exceptions of claimant to said report, and said exceptions having been fully argued by the respective proctors and duly considered by the court, the court is of the opinion that said exceptions are in part well taken.

Wherefore it is therefore ordered, adjudged, and decreed, that the said report of said special commissioner ascertaining the amount of libellant's damages be set aside and disallowed; and the court now proceeding upon the evidence itself to find and determine the amount of such damages, it is further ordered, adjudged, and decreed that the damages sustained by the libellant by reason of the wrongful act complained of in its libel, and which the libellant is entitled to recover against the claimant of said steamship *Nicaragua* and the sureties on said claimant's bond for her release, amount to and are the sum of two thousand eight hundred and thirty-three and $\frac{15}{100}$ dollars ($2,833.15).

It is therefore now finally considered, ordered, adjudged, and decreed that The Orr & Laubenheimer Company, Limited, said libellant, do have and recover of and from the claimant and of and from H. W. Leinkauf and Adam Glass, sureties on the bond given for the release of said vessel, the said sum of two thousand eight hundred and thirty-three and $\frac{15}{100}$ dollars ($2,833.15), and the costs of the cause to be taxed, including the cost of the reference to the special commissioner, Richard Jones, and his compensation, which compensation is hereby, by consent of counsel, fixed at two hundred dollars. And unless said sums herein adjudged be paid within ten days from the date of this decree let execution issue hereon.

HARRY T. TOULMIN, *Judge.*

July 10th, 1895.

Filed July 10th, 1895, and entered in minutes, page 705.

RICHD. JONES, *Clerk.*

Assignment of errors by G. Nicolaysen, claimant.

United States district court, southern district of Alabama.

THE ORR & LAUBENHEIMER CO., LTD., *versus* S. S. NICARAGUA. } No. 693. In admiralty.

Claimant in this cause, Gustave Nicolaysen, now comes, and having prayed an appeal in the above-entitled cause to the United States circuit court of appeals for the fifth circuit, now here assigns as error in the records and proceedings in said cause in the United States district court for the southern district of Alabama the following, viz:

1st. That the said United States district court for the southern district of Alabama erred in adjudging and decreeing upon the pleadings and proof in the above-entitled cause that the said libellant, the Orr & Laubenheimer Company, Ltd., is entitled to the relief prayed in its libel, and that it is entitled to recover of and from the stipulators and obligators on the release bond which was given to release the said steamship *Nicaragua* from arrest in this cause, their damages sustained by reason of the matters set forth in the libel, as decreed April 11th, 1895.

2d. That the said United States district court for the southern district of Alabama erred in referring said matter to Richard Jones, esquire, as special commissioner to ascertain and compute the amount of damages sustained by the said Orr & Laubenheimer Company, Limited, by reason of the matters set forth in said cause.

3d. Said district court erred in ordering, adjudging, and decreeing that the said Orr & Laubenheimer Company, Limited, have and recover of and from claimant, and of and from H. W. Leinkauf and Adam Glass, sureties on the bond given for the release of said vessel, any sum whatsoever.

4th. Said court erred in ordering, adjudging, and decreeing that the said Orr &

Laubenheimer Company, Limited, have and recover of the claimant, and of H. W. Leinkauf and Adam Glass as sureties on the bond for the release of said vessel, the costs in said cause.

GREGORY L. & H. T. SMITH,
Proctors for G. Nicolaysen, Claimant and Appellant.

Filed September 4th, 1895.

RICHD. JONES, *Clerk.*

Petition by claimants for an appeal.

United States district court, southern district of Alabama.

THE ORR & LAUBENHEIMER CO., LTD.,
versus
S. S. NICARAGUA.
No. 693. In admiralty.

Claimant, G. Nicolaysen, prays the honorable United States district court for the southern district of Alabama to allow an appeal in the above-entitled cause to the United States circuit court of appeals for the fifth circuit, from the final decree of the said United States district court for the southern district of Alabama, rendered on the 10th day of July, 1895, whereby it was ordered, adjudged, and decreed that the said Orr & Laubenheimer Company, Limited, have and recover of the claimant and from and of H. W. Leinkauf and Adam Glass, sureties upon the bond for the release of said vessel, the sum of twenty-eight hundred and thirty-three and $\frac{15}{100}$ dollars, together with costs, and as in duty bound, claimant will ever pray.

GREGORY L. & H. T. SMITH,
Proctors for Claimant and Appellant.

Filed Sept. 4th, 1895.

RICHD. JONES, *Clerk.*

Order allowing appeal to U. S. circuit court of appeals, upon giving bond for costs in sum of $500.00 by claimants.

United States district court, southern district of Alabama.

THE ORR & LAUBENHEIMER CO., LTD.
versus
S. S. NICARAGUA.

It is ordered, adjured, and decreed that the amount of the bond to be given by the respondents in the above-entitled cause, upon the appeal to the United States circuit court of appeals, fifth circuit, from the decree of the United States district court for the southern district of Alabama in the above-entitled cause, which was rendered on the 10th day of July, 1895, be and the same is hereby fixed at the sum of five hundred ($500) dollars, upon the giving of which bond let citation for such appeal issue.

Made this the 2d day of September, 1895.

HARRY T. TOULMIN, *Judge.*

Filed September 4th, 1895, and entered on order book, p. 32.

RICHD. JONES, *Clerk.*

Appeal bond $500 of claimant.

United States district court, southern district of Alabama.

STATE OF ALABAMA, *County of Mobile:*

Know all men by these presents that we, G. Nicolaysen, as principal, and Leopold Lowenstein and Chas. D. Willoughby, as sureties, are held and firmly bound unto the Orr & Laubenheimer Company, Limited, in the full and just sum of five hundred dollars, to be paid to the said Orr & Laubenheimer Company, Limited, its certain attorneys, successors, or assigns, for which payment, well and truly to be made, we bind our heirs, successors, and administrators jointly and severally by these presents.

Sealed with our seals and dated this the 6th day of September, in the year of our Lord eighteen hundred and ninety-five.

The conditions of the above obligation are however such that if the said G. Nicolaysen shall prosecute to effect his appeal, which he has this day taken from the decree of the United States district court for the southern district of Alabama, rendered on the 10th day of July, 1895, in a cause in admiralty wherein the said Orr & Laubenheimer Company, Limited, is the libellant, and the above bounden G. Nico-

laysen was the claimant of the steamship *Nicaragua*, against which such libel was filed, and should the said G. Nicolaysen answer all damages and costs awarded against him by the United States circuit court of appeals for the fifth circuit if the said G. Nicolaysen fail to make good his appeal, then this obligation is to be null and void, otherwise the same is to be and remain in full force and effect.

G. NICOLAYSEN. [SEAL.]
By GREGORY L. & H. T. SMITH, *Attorneys.*
LEOPOLD LOWENSTEIN. [SEAL.]
CHAS. D. WILLOUGHBY. [SEAL.]

Signed and sealed in the presence of—
RICHD. JONES, Jr.

Approved:

HARRY T. TOULMIN,
United States District Judge.

Filed September 10, 1895.

RICHD. JONES, *Clerk.*

Citation of appeal.

United States of America. District court of the United States for the southern district of Alabama.

THE ORR & LAUBENHEIMER COMPANY, LTD.,
versus
THE NORWEGIAN STEAMSHIP NICARAGUA. } No. 693. In admiralty.

The President of the United States of America to the Orr & Laubenheimer Company, Limited, libellant in the above-stated cause, greeting:

You are hereby cited and admonished to be and appear before the United States circuit court of appeals for the fifth circuit at New Orleans, Louisiana, within thirty days from the date hereof, pursuant to an appeal allowed by the district court of the United States for the southern district of Alabama, wherein G. Nicolaysen, the claimant of the steamship *Nicaragua*, is the appellant, and the Orr & Laubenheimer Company, Limited, is the appellee, to show cause, if any there be, why the decree in said writ of error mentioned shall not be corrected and speedy justice shall not be done to the parties in that behalf.

Witness, the Hon. Harry T. Toulmin, judge of the district court of the United States for the southern district of Alabama, this the 10th day of September, A. D. 1895.

HARRY T. TOULMIN,
Judge of the U. S. District Court for the Southern District of Alabama.

Received in office September 10th, 1895.

E. R. MORRISSETTE, *U. S. Marshal.*

Received in office September 11th, 1895, and executed September 12th, 1895, by serving a copy of the above citation on Pillans, Torrey & Hanaw, proctors for the said Orr & Laubenheimer Company, Limited.

E. R. MORRISSETTE, *U. S. Marshal.*
By J. A. SLATER, *Deputy.*

Fees $2.00.

Rec'd and filed Sept. 12th, 1895.

RICHD. JONES, *Clerk.*

Costs taxed.

Richard Jones, clerk	$85.20
Richard Jones, special commissioner	200.00
E. R. Morrissette, U. S. marshal	89.36
Pillans, Torrey & Hanaw, proctors	20.00
Pillans, Torrey & Hanaw, fees on depositions read on the trial	42.50
J. T. Whitaker, commissioner	10.25
F. O. Hoffman, commissioner	38.90
W. H. Jackson & Weinberger, commissioner	10.00
A. N. Cardooza, commissioner	17.50
Witness fees	37.80
Transcript of record on appeal	85.20
Total	636.71

Certificate.

United States of America. District court of the United States for the southern district of Alabama, at Mobile.

I, Richd. Jones, clerk of the district court of the United States for the southern district of Alabama, do hereby certify that the foregoing pages, numbered from 1 to 210, inclusive, contain a full, true, and correct transcript of the record of the proceedings had in case No. 693, in admiralty, The Orr & Laubenheimer Company, Limited, against the Norwegian steamship *Nicaragua*, as the same appear of record and on file in my office.

Witness my hand and the seal of the said district court affixed at the city of Mobile, Alabama, this the 7th day of October, A. D. 1895.

[SEAL.] RICHD. JONES,
Clerk U. S. District Court, Sou. Dist. of Alabama.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 94.

FINDINGS IN CASE OF METHODIST EPISCOPAL CHURCH SOUTH, DANVILLE, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF DANVILLE, KY., AGAINST THE UNITED STATES.

DECEMBER 12, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 11, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13029. Trustees of the Methodist Episcopal Church South, of Danville, Ky., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 7207, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Danville, Kentucky.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, of Danville, Kentucky, the sum of one thousand dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said trustees of said church appeared in this court March 23, 1907, and filed their petition, in which it is substantially averred that:

The Methodist Episcopal Church South, of Danville, Ky., was loyal to the Government of the United States, and in no way gave comfort or aid to the enemies of the United States during the war for the suppression of the rebellion; that said church was taken possession of by United States military forces and occupied as a hospital from the date of the battle of Perryville, Ky., October 8, 1862, and used for such hospital purposes until the spring of 1863; that such occupation for hospital purposes completely prevented the holding in any manner of religious services in said church; that during the time of such occupation for hospital purposes the pews were removed and the property otherwise greatly injured by such occupation; that at the time of such occupation for hospital purposes said property consisted of a well-constructed brick church building about 60 by 40 feet in size, with gallery, and that by reason of the repairs necessary to the said building, and including reasonable rental value of said property during the time of such occupation, the church was damaged to the amount of $1,000.

The case was brought to a hearing on loyalty and merits on the 13th day of November, 1907.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by Percy M. Cox, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Methodist Episcopal Church South, of Danville, Ky., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During said war the military forces of the United States by proper authority took possession of the building and grounds of the Methodist Episcopal Church South of Danville, Ky., and occupied and used the same for military purposes, and damaged the same. The use and occupation of the building and grounds as aforesaid, together with the damage incident thereto in excess of ordinary wear and tear, was then and there reasonably worth the sum of five hundred and twenty dollars ($520), no part of which appears to have been paid.

III. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed, or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

December 2, 1907.

A true copy.
Test this 11th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 95.

FINDINGS IN CASE OF TRUSTEES OF GREEN RIVER COLLEGIATE INSTITUTE, MUNFORDVILLE, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE GREEN RIVER COLLEGIATE INSTITUTE, SUCCESSOR TO HART SEMINARY, OF MUNFORDVILLE, KY., AGAINST THE UNITED STATES.

DECEMBER 10, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 11, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12944. Trustees of Green River Collegiate Institute, successor to Hart Seminary, of Munfordville, Ky., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 6622, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Green River Collegiate Institute as successor to Hart Seminary of Munfordville, Kentucky.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Green River Collegiate Institute, of Munfordville, Kentucky, the sum of one thousand two hundred dollars, in full compensation for the occupation, use, and incidental injury to the building then known as the Hart Seminary, owned by the educational institution now known as the Green River Collegiate Institute, by United States military forces during the civil war."

The said trustees of said collegiate institute appeared in this court March 23, 1907, and filed their petition, in which it is substantially averred that:

The Green River Collegiate Institute, as successor to Hart Seminary, as well as Hart Seminary, was loyal to the Government of the United States, and in no way gave comfort or aid to the enemies of the United States during the war for the suppression of the rebellion; that said seminary property was taken possession of and occupied by United States military forces as officers' quarters at various times during the war for the suppression of the rebellion, and during the periods of such occupancy was greatly damaged; that at the time said property was first taken by the United States military forces as aforesaid, it consisted of a well-constructed brick building about 70 by 20 feet; that because of the repairs made necessary to restore the property after it was vacated by the military forces to the condition in which it was before such occupation, together with reasonable rental value of said property during the period of its occupation, the said institute, as successor to the said seminary, was damaged in the sum of $1,200.

The case was brought to a hearing on loyalty and merits on the 13th day of November, 1907.

Coldren & Fenning appeared for the claimant and the Attorney-General, by Percy M. Cox, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Hart Seminary of Munfordville, Ky., as an organization, of which the Green River Collegiate Institute is the successor, was loyal to the Government of the United States throughout the late civil war.

II. During said war the military forces of the United States, by proper authority, took possession of the building and grounds of the Hart Seminary of Munfordville, Ky., of which the Green River Collegiate Institute is the successor, and occupied and used the same for military purposes, and damaged the same. Said use and occupation, together with the damages incident thereto in excess of ordinary wear and tear, were then and there reasonably worth the sum of five hundred and twenty-five dollars ($525), no part of which has been paid.

III. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

By THE COURT.

December 2, 1907.

A true copy.
Test this 11th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 96.

FINDINGS IN CASE OF TRUSTEES OF PRESBYTERIAN CHURCH, MOUNT STERLING, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE PRESBYTERIAN CHURCH OF MOUNT STERLING, KY., AGAINST THE UNITED STATES.

DECEMBER 12, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 11, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13032. Trustees of the Presbyterian Church of Mount Sterling, Ky., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 7210, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Presbyterian Church of Mount Sterling, Kentucky.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Presbyterian Church of Mount Sterling, Kentucky, the sum of one thousand two hundred dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said trustees of said church appeared in this court March 22, 1907, and filed their petition, in which it is substantially averred that:

The Presbyterian Church of Mount Sterling, Ky., was loyal to the Government of the United States, and in no way gave comfort or aid to the enemies of the United

States during the war for the suppression of the rebellion; that from the fall of 1862, during the winter of 1862–63, the said church building and its grounds were occupied for camping purposes by the United States military forces, thereby preventing the use of said church property for the holding of religious services, and that the fence surrounding the large grounds of the church was burned by United States military forces for fuel, and the property otherwise greatly injured by said occupation, which injuries to the property as aforesaid, together with reasonable rental value of said property during the time of such occupation amounted to $1,200, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 13th day of November, 1907.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by Percy M. Cox, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Presbyterian Church of Mount Sterling, Ky., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took possession of the church property described in the petition and used and occupied the same for quarters and damaged the same. The reasonable rental value of the same at the time and place of occupation, together with damages in excess of ordinary wear and tear, was the sum of six hundred and fifty dollars ($650), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate, as hereinbefore mentioned, and no reason is given why the bar of any statute of limitation should be waived or which shall be claimed to excuse the claimant for not having resorted to some established legal remedy.

By the Court.

December 2, 1907.

A true copy.
Test this 11th day of December, 1907.
[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 97.

FINDINGS IN CASE OF TRUSTEES OF SULPHUR WELL CHRISTIAN CHURCH, NEAR NICHOLASVILLE, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF SULPHUR WELL CHRISTIAN CHURCH, NEAR NICHOLASVILLE, KY., AGAINST THE UNITED STATES.

DECEMBER 12, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 11, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12968. Trustees of Sulphur Well Christian Church, near Nicholasville, Ky., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 6748, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Sulphur Well Christian Church, near Nicholasville, Kentucky.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any moneys in the Treasury not otherwise appropriated, to the trustees of the Sulphur Well Christian Church, near Nicholasville, Kentucky, the sum of four hundred dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said trustees of said church appeared in this court March 22, 1907, and filed their petition in which it is substantially averred that:

The Sulphur Well Christian Church, near Nicholasville, Ky., was loyal to the Government of the United States, and in no way gave comfort or aid to the enemies of the United States during the war for the suppression of the rebellion; that during the war for the suppression of the rebellion the said church building was taken possession of and occupied by United States military forces as a picket post in the defense of Camp Nelson, Ky.; that said occupation by the United States military forces completely prevented the holding in any manner of religious services therein during the period of such occupation; that during the time the property was thus occupied by United States forces the building was greatly damaged, the benches, carpet, and other furnishings therein being completely destroyed, all of which, together with reasonable rental value of said property during the said time, damaged the said church to the value of $400, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 13th day of November, 1907. Coldren & Fenning appeared for the claimant, and the Attorney-General, by Percy M. Cox, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT:

I. The Sulphur Well Christian Church, near Nicholasville, Ky., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took possession of the church property described in the petition and used and occupied the same as a picket post for a few weeks in the defense of Camp Nelson, Ky. The said use and occupation of the church building, together with the damage thereto in excess of ordinary wear and tear, was then and there reasonably worth the sum of three hundred dollars ($300), no part of which appears to have been paid.

III. The claim herein was never presented to any tribunal of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate, as hereinbefore stated, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed December 2, 1907.

A true copy.
Test this 10th day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 98.

FINDINGS IN CASE OF DIRECTORS OF PRESBYTERIAN THEOLOGICAL SEMINARY OF KENTUCKY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE DIRECTORS OF THE PRESBYTERIAN THEOLOGICAL SEMINARY OF KENTUCKY AGAINST THE UNITED STATES.

DECEMBER 12, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 11, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk, Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13018. The directors of the Presbyterian Theological Seminary of Kentucky *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 7126, Fifty-ninth Congress, second session.]

"A BILL For the relief of the directors of the Presbyterian Theological Seminary of Kentucky.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the directors of the Presbyterian Theological Seminary of Kentucky, the sum of five thousand dollars, in full compensation for the occupation, use, and incidental injury of the buildings and grounds of the Presbyterian Theological Seminary of Kentucky, at Danville, Kentucky, by United States military forces during the civil war."

The said directors of said seminary appeared in this court March 23, 1907, and filed their petition, in which it is substantially averred that:

The Presbyterian Theological Seminary of Kentucky was loyal to the Government of the United States and in no way gave comfort or aid to the enemies of the United States during the war for the suppression of the rebellion; that from the date of the battle of Perryville, Ky., on or about October 8, 1862, until 1864, the property of the said seminary was occupied by United States military forces and used as a hospital, said property consisting of a very large, well-constructed brick building, about 100 by 50 feet in dimensions, containing two chapels, and about fifteen other rooms, with very extensive grounds; that such occupation by the United States military forces greatly injured the said property and prevented its use for seminary purposes during the period of such occupation by military forces, the injuries to said property, together with reasonable rental for the time of such occupation, damaged the said seminary in the sum of $5,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 11th day of November, 1907.

Coldren and Fenning appeared for the claimant, and the Attorney-General, by Percy M. Cox, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Presbyterian Theological Seminary of Kentucky, as a seminary, was loyal to the Government of the United States throughout the late civil war.

II. During the late civil war the military forces of the United States, by proper authority, took possession of the buildings and grounds of the Presbyterian Theological Seminary of Kentucky and occupied and used the same for military purposes. The reasonable value of the use and occupancy of said property as aforesaid was the sum of one thousand one hundred and fifty dollars ($1,150), for which no payment has been made.

The evidence does not establish to the satisfaction of the court that any damages resulted from the use and occupancy of said buildings as stated above, and no allowance is made therefor.

III. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed or which shall be claimed to excuse the claimants for not having resorted to any established legal remedy.

BY THE COURT.

December 2, 1907.

A true copy.
Test this 11th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 99.

FINDINGS IN CASE OF DEACONS OF FIRST PRESBYTERIAN CHURCH, BOWLING GREEN, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE DEACONS OF THE FIRST PRESBYTERIAN CHURCH OF BOWLING GREEN, KY., AGAINST THE UNITED STATES.

DECEMBER 12, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 11, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United State Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12942. Deacons of the First Presbyterian Church of Bowling Green, Ky., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation alleged to have been furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 6620, Fifty-seventh Congress, first session.]

"A BILL For the relief of the deacons of the First Presbyterian Church of Bowling Green, Kentucky.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the deacons of the First Presbyterian Church of Bowling Green, Kentucky, the sum of one thousand two hundred dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said deacons of said church appeared in this court March 23, 1907, and filed their petition, in which it is substantially averred that—

The First Presbyterian Church of Bowling Green, Ky., was loyal to the Government of the United States and in no way gave comfort or aid to the enemies of the United States during the war for the suppression of the rebellion; that about September, 1862, United States military forces took complete possession of said church for hospital purposes and continued to use it for such hospital purposes for a long period of time, to wit, until 1864, which completely prevented the holding of religious services in said church during the period that it was so used for hospital purposes; that at the time this church property was taken by United States forces as aforesaid it consisted of a large, well constructed brick church building about 50 by 40 feet in size, with basement, main floor, and gallery, and that by reason of the occupation by the United States forces as aforesaid the said property was greatly damaged and injured; that a claim was presented to the Quartermaster General's office during the war, and as a result of said claim some repairs were made by the United States quartermaster, but such repairs only replaced a portion of the injury done the property by the United States troops, and no allowance was made for the use and occupation or rental of said property; that the damages to the property not made good by the United States quartermaster's repairs, together with reasonable rental for the property during the time of occupation as aforesaid, amounts to $1,200.

The case was brought to a hearing on loyalty and merits on the 13th day of November, 1907.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by Percy M. Cox, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The First Presbyterian Church of Bowling Green, Ky., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the army, took possession of the church property described in the petition and occupied and used the same as a hospital, and damaged the same. The reasonable rental value, together with the damage done to said church property in excess of ordinary wear and tear, was then and there the sum of one thousand one hundred and twenty-five dollars ($1,125), no part of which appears to have been paid.

III. The claim herein was never presented to any tribunal of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore mentioned, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant for not having resorted to any established legal remedy.

By the Court.

December 2, 1907.

A true copy.
Test this 11th day of December, 1907.
[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 102.

FINDINGS IN CASE OF SCHOONER UNITY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF SCHOONER UNITY, J. W. LATOUCHE, MASTER, AGAINST THE UNITED STATES.

DECEMBER 17, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 16, 1907.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the findings of fact and conclusions of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel schooner *Unity*, J. W. Latouche, master.

I am, very respectfully yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. French Spoliations. Act of January 20, 1885; 23 Stat. L., 283. Vol. 1, Supplement to R. S., 2d ed., 471. Vessel schooner *Unity*, J. W. Latouche, master.]

No. of case.	Claimant.
921.	David Stewart, administrator of Henry Messonnier, *v.* The United States.
4026.	Antoinette Williams, administratrix of John McFadon, *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 14th day of November, 1907.

The claimants were represented by William T. S. Curtis and Theodore J. Pickett, esqs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, John W. Trainer, esq., with whom was Assistant Attorney-General J. A. Van Orsdel.

FINDINGS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determine the facts to be as follows:

I. The schooner *Unity*, whereof J. W. Latouche was then master, sailed on a commercial voyage December 20, 1794, from Baltimore bound to Monte Christo. While peacefully pursuing said voyage she was seized on the high seas January 21, 1795, by the Fench privateer *Ambuscade*, Captain Daligand, and carried into Port de Prix and both vessel and cargo thereafter condemned as good prize and ordered sold for

the benefit of the captors by decree of the tribunal of prizes sitting at Cape Francois, dated February 18, 1795, whereby the same became a total loss to the owners thereof.

The grounds of condemnation as stated in the decree were as follows, viz:

"Considering that from the papers and from the orders given to Captain Latouche by Messonnier the conclusive proof appears of the unfortunate prediction (predilection?) of this owner for the ports of the colony sold to the enemies of the Republic; that the truth of this is confirmed by the reply of Pierre Jenson to the question as to what the voyage was, to this effect—that he had made two voyages for the same house (Messonnier) to Leogane since the month of June last, and this particular voyage is the third; the same conclusion can be inferred from the deposition of John S. Chany.

"Considering that the letter of Com. Creuzé to Cazimio Creuzé, his son, at St. Mark, though without signature, a letter which Mairant in his second examination has not denied to be that with which he had been charged by her contains the proof, as it were, that Mairant is the owner of the *Unity*. 'Monsieur Mairant,' said this woman, 'has just informed me, my dear son, that he must leave to-day for St. Mark in a vessel of which he is the owner, and has promised to take you my letter with certainty and likewise to charge himself to bring to me everything you can send me by him. Lad. Lau. Mairant was connected with the C— Creuzé, which he had known at the Cape, under the government of M. Bellecombe.' He told her that he was going to St. Mark in a vessel owned by him—no secrets between these individuals! He promised her to charge himself with everything her son could send her; perhaps likewise he promised her to take charge of the servants which she asks from her son, and would take them from the colony as citizens to become slaves in America.

"Considering that Mairant, having emigrated at the time of the proclamation of Civil Commissioner Sonthanax of April 28, 1793, being under the ban of proscription pronounced against all emigrants, had been obliged to masque his operations, as it were, in order to avoid confiscation, and that it had not been difficult for him to obtain, under the cloak of Messonnier, the document which Captain Latouche carries.

"Considering that if Mairant had not feared the penalties pronounced against emigrants and if he had really had the intention of returning into the French Republic, he had a multitude of opportunities to go to the Cape, opportunities which he doubtless had preferred to that of Monte Christo, with which the Republic had no relations, if his personal interests did not determine the preference of the one over the other.

"That the passport which he obtained for [illegible] proved nothing if not the desire he had to come to the Mole, where it is well known that he had connections and large interests.

"Considering that the omission of the name of this passenger (Mairant) on the rôle d'équipage of the schooner *Unity* is an intentional omission, a concerted ruze between Messonnier, Captain Latouche, and Mairant, to conceal the course of the latter, to screen from the knowledge of the Republic the return of Mairant into the colony, and a protection by this means from any confiscation; but this omission, whatever may be the object, is an infraction of the [illegible] by Captain Latouche, as likewise a crime against the French Republic

"Considering that it is an open violation of the laws of neutrality to give his name to an emigrant to facilitate his entry into the colony and to favor his relations and commerce with the city sold to foreign powers, that to tolerate this stratagem and all those which are daily employed to circumvent France is to expose the colony to a realization of the misfortunes against which the ambassador of the Republic to the United States of America has wished to provide by his official correspondence. It tends to foil the criminal courts, which exist for this purpose and to punish the authors and participants by ordering the confiscation of everything which appears suspicious from the conclusions without fear of injuring the rights of neutrals.

"Considering, finally, that the provisions of Article VII of the marine ordinance, title 3, as to prizes, is applicable to the present case."

II. The *Unity* was a duly registered vessel of the United States of 54$\frac{17}{95}$ tons burthen, built in the year 1793 and owned solely by Henry Messonnier, a citizen of the United States, residing in Baltimore.

III. The cargo of the *Unity* consisted of dry goods, flour, herring, claret, beef, salmon, candles, empty bags, hats, and boots and was the property of the said Henry Messonnier and was of the value (as far as proven) of $1,407.08.

IV. The losses to said Henry Messonnier by reason of the seizure and condemnation of the *Unity* and cargo were as follows:

Value of vessel	$2,160.00
Freight earnings	900.00
Value of cargo (as far as proven)	1,407.08
Amounting in all to	4,467.08

The claimant has produced letters of administration on the estate of the party for whom he appears, and the said David Stewart has otherwise proved to the satisfaction of the court that the person for whose estate he has filed claim is in fact the same person who suffered loss by reason of the seizure and condemnation of the *Unity* as set forth in the preceding findings.

Said claim was not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. It was not a claim growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimant, in his representative capacity, is the owner of said claim, which has never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation were illegal and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic concluded on the 30th day of September, 1800; that said claim was relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States; and that the claimant is entitled to the following sum from the United States:

David Stewart, administrator of Henry Messonnier, four thousand four hundred and sixty-seven dollars and eight cents..... $4,467.08

Antoinette Williams, administratrix of John Mcfadon, has proved no valid claim, and the petition is dismissed.

BY THE COURT.

Filed December 2, 1907.
A true copy.
Test this 16th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 103.

FINDINGS IN CASE OF SCHOONER COLUMBUS.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF SCHOONER COLUMBUS, BENJAMIN MASON, MASTER, AGAINST THE UNITED STATES.

DECEMBER 17, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 16, 1907.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the findings of fact and conclusions of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel schooner *Columbus*, Benjamin Mason, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. French Spoliations. Act of January 20, 1885; 26 Stat. L. 283. Vol. 1, Supplement to R. S., 2d ed., 471. Vessel schooner *Columbus*, Benjamin Mason, master.]

No. of case.	Claimants.
216.	Brooks Adams, administrator of Peter C. Brooks, *v.* The United States.
218.	Brooks Adams, administrator of Peter C. Brooks, *v.* The United States.
1898.	George G. King, administrator of Crowell Hatch, *v.* The United States.
2324.	Herbert E. Bourne, administrator of Jacob Fisher, *v.* The United States.
	Stephen F. Fairfield, administrator of William Taylor, *v.* The United States.
	Samuel M. Came, administrator of John Low, *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 13th day of November, 1907. The claimants were represented by Edwin B. Smith, William T. S. Curtis, and Theodore J. Pickett, esqs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, John W. Trainer, esq., with whom was Assistant Attorney-General J. A. Van Orsdel.

FINDINGS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determine the facts to be as follows:

I. The schooner *Columbus*, whereof Benjamin Mason was then master, sailed on a commercial voyage from Kennebunk on or about October 26, 1797, bound to one or

more ports in the Windward Islands. While peacefully pursuing said voyage she was seized on the high seas on or about December 3, 1797, by the tribunal of commerce and prizes sitting at Basseterre, in the island of Guadeloupe, whereby the same became a total loss to the owners thereof.

The ground of condemnation, as set forth in the decree, was that the vessel was sailing for Martinique, instead of to Curacao, her destination.

II. The *Columbus* was a duly registered vessel of the United States of 113 30/95 tons burthen, and was owned by John Low one-third, and Parker Webster one-eighth, citizens of the United States, and by other persons whose names are unknown.

III. The cargo of the *Columbus* at the time of capture consisted of lumber, but the value and ownership thereof is not shown by any competent evidence, nor does it appear that the neutrality of the same was shown to the French court.

IV. The losses to the owners of the *Columbus* by reason of the seizure and condemnation by the French, in so far as they have appeared herein, were as follows:

Loss to John Low:	
One-third value of vessel	$1,506.00
One-third value of freight earnings	627.00
Amounting in all to	2,133.00
Deduct insurance received	550.00
Net loss	1,583.00
Loss to Parker Webster:	
One-eighth value of vessel (as far as covered by insurance)	125.00
Insurance received	125.00

V. December 14, 1797, said John Low effected insurance on his portion of the vessel in the office of Peter C. Brooks in the sum of $550, paying therefor a premium of 25 per cent, by a policy underwritten as follows:

Tuthill Hubbart	$300
Crowell Hatch	250

Thereafter, on April 26, 1798, said Brooks, as agent, duly paid the said assured the sum of $550, being in full for a total loss by reason of the premises.

There was also included in the above policy an insurance on the cargo, but the neutrality, value, and ownership of the same not having been shown no recovery can be had for said insurance.

December 18, 1797, said Parker Webster effected insurance on his portion of the vessel in the office of Peter C. Brooks in the sum of $125, paying therefor a premium of 25 per cent by a policy underwritten as follows:

Caleb Hopkins	$125

Thereafter, on April 26, 1798, said Brooks, as agent, duly paid the said insured the sum of $125, being in full for a total loss by reason of the premises.

There was also included in the above policy an insurance on the cargo, but the neutrality, value, and ownership of the same not having been shown no recovery can be had for said insurance.

The said Peter C. Brooks and all of the above underwriters were citizens of the United States.

April 4, 1808, E. Partridge and W. Gooch, administrators of Tuthill Hubbart, for and in consideration of $60,000 to them paid by Peter C. Brooks, and the assumption by the said Brooks of any and all liabilities and disadvantages arising from the underwriting of said Tuthill Hubbart in the office of said Brooks, assigned to said Brooks all his right, title, and interest in and to all insurance done by said Hubbart as an underwriter in the office of said Brooks.

December 8, 1801, Isaac Rands, administrator of Caleb Hopkins, for and in consideration of $3,000 to him paid by Peter C. Brooks, and the assumption by the said Brooks of any and all liabilities and disadvantages arising from the underwriting of the said Hopkins in the office of the said Brooks, assigned to said Brooks all the right, title and interest in and to all insurance done by said Hopkins in the office of said Brooks.

The claimants have produced letters of administration on the estates of the parties for whom they appear, and have otherwise proved to the satisfaction of the court that the persons for whose estates they have filed claims are in fact the same persons who suffered loss by reason of the seizure and condemnation of the schooner *Columbus* as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part, under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims, which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation of the vessel were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States; and that the claimants are entitled to the following sums from the United States:

Samuel M. Came, administrator of John Low, one thousand five hundred and eighty-three dollars	$1,583.00
Brooks Adams, administrator of Peter C. Brooks, four hundred and twenty-five dollars	425.00
George G. King, administrator of Crowell Hatch, two hundred and fifty dollars	250.00
Amounting in all to two thousand two hundred and fifty-eight dollars.	2,258.00

The estates of Jacob Fisher and William Taylor have proved no valid claims, and Parker Webster is not in court.

BY THE COURT.

Filed December 2, 1907.
A true copy.
Test this 16th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 104.

FINDINGS IN CASE OF BRIG PEGGY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF BRIG PEGGY, JOHN HOURSTON, MASTER, AGAINST THE UNITED STATES.

DECEMBER 17, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 16, 1907.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the findings of fact and conclusions of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel brig *Peggy*, John Hourston, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. French spoliations. Act of January 20, 1885, 23 Stat. L., 283. Vol. 1, Supplement to R. S., 2d ed., 471. Vessel brig *Peggy*, John Hourston, master.]

No. of case.	Claimant.
1290.	The President and Directors of the Insurance Company of North America, *v.* The United States.
1394.	The Insurance Company of the State of Pennsylvania, *v.* The United States.
4159.	Charles F. Mayer, administrator of Henry Konig, *v.* The United States.
4997.	Charles F. Mayer, administrator of Henry Konig, *v.* The United States.
	Charles F. Mayer, surviving executor of Frederick Konig, *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 12th day of November, 1907.

The claimants were represented by William T. S. Curtis and Theodore J. Pickett, esqrs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, John W. Trainer, esq., with whom was Assistant Attorney-General J. A. Van Orsdel.

FINDINGS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same, with the briefs of the counsel on each side, determine the facts to be as follows:

I. The brig *Peggy*, whereof John Hourston was then master, sailed on a commercial voyage April 2, 1798, from Baltimore bound to Curacoa. While peacefully pursuing said voyage she was seized on the high seas April 27, 1798, by the French privateer *Bonapart*, and carried to St. Eustatia.

May 21, 1798, the *Peggy* and cargo were condemned as good prize and ordered sold for the benefit of the captors by the decree of the tribunal of commerce sitting at Basseterre, in the island of Guadaloupe, and thereby became a total loss to the owners thereof.

John Hourston, master, and August Witte, supercargo of the *Peggy*, made their way to Basseterre to lay claim before the tribunal of commerce there sitting, but were refused a hearing and not permitted to produce their means of defense.

The grounds of condemnation as stated in the decree were as follows, viz:

First. That the captain of the said brig in his articles of agreement with his crew has mentioned his destination to be Curacoa and three ports in Hispaniola, while none of his papers mentioned any other place but Curacoa.

Second. That the act of naturalization of the two supercargoes proved to be of 1797, which leaves room to believe that they were born in an enemy's country, and that there is no act amongst the papers pointing out the place of nativity.

Third. That agreeable to the certificate of the commissioners of the marine the course which he steered by his log book carried him to St. Kitts.

II. The *Peggy* was a duly registered vessel of the United States of 139$\frac{44}{95}$ tons burthen, built in the State of Maryland in the year 1793, and owned solely by Henry Konig and Frederick Konig, citizens of the United States, residing in Baltimore, composing the firm of Frederick & Henry Konig.

III. The cargo of the *Peggy* consisted of dry goods, claret, glassware, bagging, and barley of the value at the place of shipment of $22,439.69, the same being the sole property of the said firm of Frederick & Henry Konig.

A few days prior to the sailing of the *Peggy* her cargo was robbed of goods to the value of $1,165.27, making the cargo at the time of seizure of the value of $21,274.42.

IV. The losses to the owners, Frederick & Henry Konig, by reason of the seizure and condemnation aforesaid were as follows:

Value of vessel	$5,600.00
Freight earnings	2,333.33
Value of cargo	21,274.42
Premiums of insurance paid	7,080.20
Amounting in all to	36,287.95
Less insurance received	28,692.21
Net loss	7,595.74

V. March 7, 1798, said Frederick and Henry Konig effected insurance on said cargo for said voyage with the Insurance Company of the State of Pennsylvania in the sum of $18,000, paying therefor a premium of 23 per cent.

July 20, 1798, said company duly paid the said assured the sum of $17,640 as and for a total loss by reason of the premises, being the face of said policy less the abatement customary with said company.

It would appear, however, that the sum of $1,106.98, being the sum of $1,129.57 less the abatement of 2 per cent, was paid on account of the robbery prior to the sailing of the vessel, leaving the sum of $16,534.02, as loss paid by reason of the actions of the French. The premium paid on that part of the said policy which covered the loss arising by the said actions of the French amounted to the sum of $3,880.20.

The said assured were likewise paid by the said company an additional sum of $219.02 as the proportion due from said policy of the expense incurred in attempted defense, etc., of said cargo before the prize tribunal at Guadaloupe.

March 7, 1798, said Frederick & Henry Konig effected insurance on the freight of said vessel for said voyage with the Insurance Company of the State of Pennsylvania, in the sum of $3,000, paying therefor a premium of 23 per cent.

July 20, 1798, the said company duly paid the said assured the sum of $2,740, as and for a total loss by reason of the premises, being the face of said policy less the abatement customary with said company.

The said assured were likewise paid by the said company an additional sum of $36.50 as the proportion due from said company on said policy of the expense incurred in attempted defense, etc., of said vessel before the prize tribunal at Guadaloupe.

March 7, 1798, said Frederick & Henry Konig effected insurance on said vessel for the said voyage with the Insurance Company of the State of Pennsylvania in the sum of $4,000, paying therefor a premium of 23 per cent.

July 20, 1798, said company duly paid the said assured the sum of $3,920, as and for a total loss by reason of the premises, being the face of said policy less the abatement customary with said company.

The said assured were likewise paid by the said company an additional sum of $48.67, as the proportion due from said company on said policy of the expense incurred in attempted defense, etc., of said vessel before the prize tribunal at Guadaloupe.

March 26, 1798, said Frederick & Henry Konig effected insurance on said cargo for the said voyage with the Insurance Company of North America in the sum of $5,300, paying therefor a premium of 30 per cent.

August 20, 1798, said company duly paid said assured the sum of $5,194, as and for a total loss by reason of the premises, being the face of said policy less the abatement customary with said company.

The claimants have produced letters of administration on the estates of the parties for whom they appear, and have otherwise proved to the satisfaction of the court that the persons for whose estates they have filed claims are in fact the same persons who suffered loss by reason of the seizure and condemnation of the brig *Peggy*, as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides as conslusions of law that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claim was relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States; and that the claimants are entitled to the following sums from the United States:

The Insurance Company of the State of Pennsylvania, twenty-three thousand four hundred and ninety-eight dollars and twenty-one cents	$23,498.21
The president and directors of the Insurance Company of North America, five thousand one hundred and ninety-four dollars	5,194.00
Charles F. Mayer, administrator of Henry Konig, three thousand seven hundred and ninety-seven dollars and eighty-seven cents	3,797.87
Charles F. Mayer, surviving executor of Frederick Konig, three thousand seven hundred and ninety-seven dollars and eighty-seven cents	3,797.87
Amounting in all to thirty-six thousand two hundred and eighty-seven dollars and ninety-five cents	36,287.95

BY THE COURT.

Filed December 2, 1907.
A true copy.
Test this 16th day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 105.

FINDINGS IN CASE OF BRIG FANNY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF BRIG FANNY, JOHN GOULD, MASTER, AGAINST THE UNITED STATES.

DECEMBER 17, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 16, 1907.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the findings of fact and conclusions of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel brig *Fanny*, John Gould, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. French spoliations. Act of January 20, 1885; 23 Stat. L., 283. Vol. 1, Supplement to R. S., 2d ed., 471. Vessel brig *Fanny*, John Gould, master.]

No. of case.	Claimant.
2334.	Mary Wise Moody, administratrix of the estate of Daniel Wise, deceased, *v.* The United States.
2522.	Albert M. Welch, administrator of Thomas Perkins 3d, deceased, *v.* The United States.
37.	Edmund D. Codman, administrator of William Gray, deceased, *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 14th day of November, 1907.

The claimants were represented by Edwin B. Smith, William T. S. Curtis, and Charles W. Clagett, esqs., and the United States, defendants, by the Attorney-General, through his assistants in the Department of Justice, John W. Trainer and Stanhope Henry, esqs., with whom was Assistant Attorney-General J. A. Van Orsdel.

FINDINGS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determines the facts to be as follows:

I. The brig *Fanny*, John Gould, master, sailed on a commercial voyage from Kennebunk, in the then State of Massachusetts, on the 27th day of November, 1796, bound

for Leogane, Hispaniola. While peacefully pursuing said voyage she was captured on the high seas on the 30th day of December, 1796, by the French privateer *Loyaute*, Captain Dolhabaret, and carried into Port de Paix. On the 28th day of January, 1797, the *Fanny* and her cargo were condemned by the French prize tribunal sitting at Cape Francois on the following grounds:

"That the master of said vessel did not have a certificate of the cargo authenticated in the usual style by the officers of the port whence he sailed, as required by the twenty-fifth article of the treaty of commerce and amity between France and the United States of America, of 1778, in the following words: 'In case either of the parties should be engaged in a war it has been equally agreed that the vessels as mentioned shall be provided not only with passports but with certificates containing the details of cargo and the place whence the vessel sailed. Certificates shall be made out by the officers of the port whence the vessel sailed in the accustomed form.'"

II. The *Fanny* was a duly registered vessel of the United States of 143$\frac{14}{95}$ tons burden, and was owned by Daniel Wise, ($\frac{3}{22}$) three twenty-seconds; Oliver Keating, ($\frac{8}{22}$) eight twenty-seconds; Thomas Perkins 3d, ($\frac{8}{22}$) eight twenty-seconds; and Joseph Perkins, ($\frac{3}{22}$) three twenty-seconds, all of whom were citizens of the United States. Said vessel was registered in the year 1796, but it does not appear when she was built.

III. The cargo of the *Fanny* at the time of capture consisted of lumber, but the amount and ownership thereof is not shown by any competent evidence.

The losses by reason of the capture and condemnation of the *Fanny* and cargo were as follows:

Value of vessel	$5,005.00
Freight earnings	2,383.33
Premium of insurance paid	275.00
Total loss	7,663.33

The losses sustained by Thomas Perkins 3d were:

$\frac{8}{22}$ value of vessel	$1,820.00
$\frac{8}{22}$ of freight earnings	866.66
$\frac{8}{22}$ of premium of insurance	100.00
Amounting in all to	2,786.66
Less insurance received ($\frac{8}{22}$)	941.66
Net loss	1,845.00

The losses sustained by Daniel Wise were:

$\frac{3}{22}$ value of vessel	$682.50
$\frac{3}{22}$ of freight earnings	325.00
$\frac{3}{22}$ of premium of insurance	37.50
Amounting in all to	1,045.00
Deduct insurance received ($\frac{3}{22}$)	256.82
Net loss	788.18

IV. William Gray insured said vessel for the owners thereof on said voyage in the sum of £550, or $1,883.33, at a premium of 15 per cent. Thereafter said William Gray, who was a citizen of the United States, paid to the said owners the sum of $1,883.33 as and for a total loss by reason of the premises.

It does not appear who composed the firm of Daniel Wise & Co., or that said firm had any interest in said vessel or cargo.

The claimants have produced letters of administration on the estates of the parties for whom they appear, and have otherwise proved to the satisfaction of the court that the persons for whose estates they have filed claims are in fact the same persons who suffered loss by reason of the seizure and condemnation of the schooner *Fanny*, as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims, which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides, as conclusions of law, that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States; and that the claimants are entitled to the following sums from the United States:

Mary Wise Moody, administratrix of Daniel Wise, seven hundred and eighty eight dollars and eighteen cents	$788.18
Albert M. Welch, administrator of Thomas Perkins 3d, one thousand eight hundred and forty-five dollars	1,845.00
Edmund D. Codman, administrator of William Gray, one thousand eight hundred and eighty-three dollars and thirty-three cents	1,883.33
Amounting in all to four thousand five hundred and sixteen dollars and fifty-one cents	4,516.51

Oliver Keating and Joseph Perkins, part owners of the vessel herein, are not in court.

BY THE COURT.

Filed December 2, 1907.
A true copy:
Test this 16th day of December, A. D. 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 106.

FINDINGS IN CASE OF BRIG GEORGE, GREENLEAF. MASTER.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF BRIG GEORGE, JACOB GREENLEAF, MASTER, AGAINST THE UNITED STATES.

DECEMBER 17, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 16, 1907.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the findings of fact and conclusions of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel brig *George*, Jacob Greenleaf, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. French Spoliations. Act of January 20, 1885; 23 Stat. L., 283. Vol. 1, Supplement to R. S., 2d ed., 471. Vessel brig *George*, Jacob Greenleaf, master.]

No. of case.	Claimants.
247.	William Ropes Track, administrator of Thomas Amory, *v.* The United States.
251.	Brooks Adams, administrator of Peter C. Brooks, *v.* The United States.
	Thomas N. Perkins, administrator of John C. Jones, *v.* The United States.
3154.	Helen N. Pike, administratrix of John Pettingel, *v.* The United States.
3875.	Francis A. Jewett, administrator of James Prince, *v.* The United States.
4313.	Franklin A. Wilson, administrator of John Pearson, *v.* The United States.
	Joseph W. Thompson, administrator of David Coffin, *v.* The United States.
	Joseph L. Wheelwright, administrator of Moses Savory, *v.* The United States.
	James S. Gerrish, administrator of Edward Toppan, *v.* The United States.
	George Otis, administrator of Joseph Marquand, *v.* The United States.
	Amos Noyes, administrator of Zebedee Cook, *v.* The United States.
	Amos Noyes, administrator of William Cook, *v.* The United States.
	Eben F. Stone, administrator of Nathan Hoyt, *v.* The United States.
	Henry B. Reed, administrator of Andrew Frothingham, *v.* The United States.
	Luther R. Moore, administrator of William Boardman, *v.* The United States.
	Charles C. Donnelly, administrator of Joseph Toppan, *v.* The United States.
	Fritz H. Jordan, administrator of Leonard Smith, *v.* The United States.
	Franklin A. Wilson, administrator of John Pearson, jr., *v.* The United States.
	Jeremiah Nelson, administrator of Jeremiah Nelson, *v.* The United States.
	Henry P. Toppan, administrator of Joshua Toppan, *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 11th day of November, 1907.

The claimants were represented by William T. S. Curtis, Theodore J. Pickett, Charles W. Clagett, and John W. Butterfield, esqs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, John W. Trainer, esq., with whom was Assistant Attorney-General J. A. Van Orsdel.

FINDINGS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determine the facts to be as follows:

I. The brig *George*, whereof Jacob Greenleaf was then master, sailed on a commercial voyage in the month of April, 1798, from Newburyport bound to St. Thomas. While peacefully pursuing said voyage she was seized on the high seas on the 7th Floreal, year 7, (April 27, 1799,) by the French privateer *L'African*, Capt. Mathin Covelein, and both vessel and cargo condemned as good prize and ordered sold for the benefit of the captors May 9, 1799, by decree of the tribunal of commerce and prizes sitting at Basseterre, Guadeloupe, whereby the same became a total loss to the owners thereof.

The ground of condemnation as stated in the decree was "that the rôle d'équipage, of which Jacob Greenleaf is the bearer, is an informal paper, in this that it is only signed by a notary and consequently it does not conform to the treaty of February 6, 1778."

II. The *George* was a duly registered vessel of the United States of 91$\frac{4}{94}$ tons burthen, built in Massachusetts in the year 1797, and owned solely by John Pettingel, a citizen of the United States, residing in Newburyport, Mass.

III. The cargo consisted of lumber, fish, beef, etc., none of which was contraband, and was of the value per invoices of $8,152.65 and was owned by said John Pettingel and Jacob Greenleaf, a citizen of the United States, in the proportion of one-half each.

IV. The losses of said John Pettingel by reason of the seizure and condemnation of the *George* were as follows, viz:

Value of vessel	$3,660.00
Freight earnings	1,516.66
One-half value of cargo	3,649.88
One-half of premium of insurance paid on value of cargo	376.49
Amounting in all to	9,203.03
Deduct one-half of insurance received	4,050.00
Net loss	5,153.03

V. March 27, 1799, John Pettingel, for himself and Jacob Greenleaf, obtained a policy of insurance in the office of John Pearson, of Newburyport, Mass., on cargo on board this vessel in the sum of $4,100, paying therefor a premium of 9 per cent.

October 19, 1799, and September 27, 1800, the said insured received from John Pearson, agent to the underwriters, the sum of $4,100 as and for a total loss by reason of the seizure and condemnation by the French.

The underwriters on said policy who have appeared in this case by their legal representatives and the loss sustained by each are as follows, viz:

David Coffin	$100.00	William Boardman	$100.00
Moses Savory	200.00	Joseph Toppan	100.00
Edward Toppan	300.00	Leonard Smith	500.00
Joseph Marquand	100.00	James Prince	500.00
Zebedee Cook	200.00	John Pearson, jr	300.00
William Cook	100.00	Jere Nelson	200.00
Nathan Hoyt	100.00	Joshua Toppan	100.00
Andrew Frothingham	100.00		

April 22, 1799, John Pettingel, for himself and Jacob Greenleaf, obtained a policy of insurance in the office of Peter C. Brooks on the cargo on board this vessel in the sum of $4,000, paying therefor a premium of 12 per cent, said policy being underwritten as here stated:

John C. Jones	$1,000.00	Thomas Amory	$1,000.00
David Greene	1,000.00	John McLean	1,000.00

October 8, 1799, said insured received from Peter C. Brooks, agent to the underwriters above named, the sum of $4,000 as and for a total loss by reason of the premises.

The cargo's value having been the sum of $7,299.76 and there having been insurance to the amount of $8,100 effected thereon, there was an overinsurance on the above policy in the sum of $800.24. The premium is therefore calculated on the value of the cargo.

The said John Pearson, Peter C. Brooks, and all of the underwriters named in the above two policies were citizens of the United States.

December 23, 1801, said David Greene, in consideration of $6,000 to him paid by Peter C. Brooks, and the assumption by the said Brooks of all and any liabilities and disadvantages arising from the underwriting of the said Greene in the office of said Brooks, assigned to said Brooks all his right, title, and interest in and to all insurance done by him as an underwriter in the office of said Brooks.

February 8, 1802, Isaiah Knapp, executor, etc., of John McLean, for and in consideration of $3,000 to him paid, transferred to Peter C. Brooks all of the interest as an assurer of him, the said John McLean, in the office of him, the said Peter C. Brooks, together with any interests of said McLean in any property which was or might be received as an assurer to any adjudicated or condemned property.

The claimants have produced letters of administration on the estates of the parties for whom they appear, and have otherwise proved to the satisfaction of the court that the persons for whose estates they have filed claims are in fact the same persons who suffered loss by reason of the seizure and condemnation of the brig *George*, as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid, in whole or in part, under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed, in whole or in part, under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims, which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States, and that the claimants are entitled to the following sums from the United States:

Helen N. Pike, administratrix of John Pettingel, five thousand one hundred and fifty-three dollars and three cents	$5,153.03
Joseph W. Thompson, administrator of David Coffin, one hundred dollars.	100.00
Joseph L. Wheelwright, administrator of Moses Savory, two hundred dollars.	200.00
James S. Gerrish, administrator of Edward Toppan, three hundred dollars.	300.00
George Otis, administrator of Joseph Marquand, one hundred dollars	100.00
Amos Noyes, administrator of Zebedee Cook, two hundred dollars	200.00
Amos Noyes, administrator of William Cook, one hundred dollars	100.00
Eben F. Stone, administrator of Nathan Hoyt, one hundred dollars	100.00
Henry B. Reed, administrator of Andrew Frothingham, one hundred dollars.	100.00
Luther R. Moore, administrator of William Boardman, one hundred dollars.	100.00
Charles C. Donnelly, administrator of Joseph Toppan, one hundred dollars.	100.00
Francis A. Jewett, administrator of James Prince, five hundred dollars	500.00
Fritz H. Jordan, administrator of Leonard Smith, five hundred dollars	500.00
Franklin A. Wilson, administrator of John Pearson, jr., three hundred dollars	300.00
Jeremiah Nelson, administrator of Jeremiah Nelson, two hundred dollars	200.00
Henry P. Toppan, administrator of Joshua Toppan, one hundred dollars	100.00
Brooks Adams, administrator of Peter C. Brooks, two thousand dollars	2,000.00
William Ropes Track, administrator of Thomas Amory, one thousand dollars	1,000.00
Thomas N. Perkins, administrator of John C. Jones, one thousand dollars	1,000.00
Amounting in all to twelve thousand one hundred and fifty-three dollars and three cents	12,153.03

No person claiming to represent Jacob Greenleaf, master and part owner of the cargo, has appeared herein.

BY THE COURT.

Filed December 2, 1907.

A true copy.
Test this 16th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 107.

FINDINGS IN CASE OF BRIG MARY, HOLMES, MASTER.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF BRIG MARY, ROBERT HOLMES, MASTER, AGAINST THE UNITED STATES.

DECEMBER 17, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 16, 1907.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the conclusions of fact and of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel brig *Mary*, Robert Holmes, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. French spoliations. Act of January 20, 1885; 23 Stat. L., 283. Vol. 1, Supplement to R. S., 2d ed., 471. Vessel brig *Mary*, Robert Holmes, master.]

No. of case.	Claimant.
1014.	Edmund D. Codman, administrator of the estate of William Gray, deceased, *v.* The United States.
2417.	William I. Monroe, administrator of the estate of John Brazer, deceased, *v.* The United States.
3574.	Charles T. Lovering, administrator of the estate of Joseph Taylor, deceased, *v.* The United States.
4097.	William Seton, administrator of the estate of William Seton, deceased, *v.* The United States.
	William Seton, administrator of the estate of William Magee Seton, deceased, *v.* The United States.
	Henry H. Porter, administrator of the estate of David Maitland, deceased, *v.* The United States.
4179.	Francis M. Boutwell, administrator of the estate of John McLean, *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 20th day of March, 1907. The claimants were represented by Charles W. Clagett, William T. S. Curtis, Theodore J. Pickett, and J. Bayard Henry, esqs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, John W. Trainer, esq., with whom was Assistant Attorney-General J. A. Van Orsdel.

CONCLUSIONS OF FACT.

The court, upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determine the facts to be as follows:

I. The brig *Mary*, Robert Holmes, master, sailed on a commercial voyage on or about the 1st of June, 1797, from Boston, Mass., bound for Naples, Italy. While peacefully pursuing said voyage the said vessel was captured on the high seas on the 23d day of June, 1797, by the French privateer *L'Intrepid*, Captain Candeau, and carried into Nantes, France, where said vessel and her cargo were condemned by the tribunal of Commerce of the canton of Nantes on the 28th day of September, 1797, whereby the same became a total loss to the owners. The decree sets forth the grounds of condemnation as follows:

"Whereas: First. All the papers of which Captain Holmes is the bearer have not been attested;

"2. That all these papers show that the vessel as well as the cargo belonged to citizens of the United States;

"3. That this cargo was destined for Naples, a friend of the Republic;

"4. That the captain has only one bill of lading, comprising all his cargo, but that it has no signature;

"5. That he had also a crew list containing the names, but without legal signature, or names, places of birth, or residence of the men;

"6. That this list was not in conformity with the regulations for the navigation of neutrals required by law;

"7. That article 4 of the decree of the executive directory on the 12th Ventose declares lawful prize all American ships not furnished with a crew list and passport as prescribed and annexed to the treaty of February 6, 1778, and required by the regulations relating to the navigation of neutral vessels;

"8. That article 7 of chapter 9 of book 3 of the ordinance of 1681, decrees that all vessels loaded with property belonging to our enemies and all merchandise of our subjects and allies which shall be found upon an hostile vessel shall be a lawful prize: Therefore,

"In accordance with article 15 of the law of the Third Brumaire in the year 4, and with the decree of the executive directory on the 12th Ventose in the year 4, we do adjudge and declare the capture of the *Mary*, her rigging and appurtenances, by the privateer *L'Intrepid*, to be valid."

This decree of condemnation sets out that the master of the *Mary* carried the following papers: A crew list which did not designate the place of birth of the men, a register, a sailing permit, or clearance, from the port of Boston, a bill of health from the port of Boston, a passport, an order from the owner of the vessel to the master to proceed to Naples, a bill of lading of merchandise of the cargo, and a manifest of the cargo. The decree further sets out that the master claimed that the vessel and cargo were owned by American citizens and that the cargo consisted of sugar, pepper, coffee, and nankeens.

The said decree of condemnation was confirmed on appeal on the 26th day of October, 1797.

II. The *Mary* was a duly registered vessel of the United States of 99 tons burthen, was built at Kittery, Mass., in 1791, and was owned by John B. Marshall, a citizen of the United States and a resident of Boston. The value of the vessel at the time of capture was in excess of $4,000, for which amount insurance was effected thereon as set forth below.

III. The cargo of the *Mary* at the time of capture consisted of coffee, sugar, peppers, and nankeens, owned by several citizens of the United States. No persons have established a claim for the cargo.

The value of the adventure of John Hart at the time was at least $115, for which insurance was effected thereon as set forth below.

IV. On the 26th day of May, 1797, John B. Marshall, owner of the vessel, effected insurance on the same in the office of Joseph Taylor in the sum of $4,000, said policy being underwritten by William Gray, a citizen of the United States, for $4,000.

At various times after the condemnation of said vessel and before the 2d of May, 1798, said Joseph Taylor, as agent for William Gray, paid to the said insured different sums aggregating in all the sum of $3,960, as and for a total loss, less a deduction of 1 per cent.

V. On the 20th day of July, 1797, John Hart, a citizen of the United States, insured his adventure on board said vessel in the office of Joseph Taylor at a premium of 25 per cent in the sum of $115. Said policy was underwritten by John Brazer, a citizen of the United States, in the said sum of $115. On the 28th day of December, 1798, Joseph Taylor, as agent for said underwriter, paid to John Hart the said sum of $115, as and for a total loss.

The claimants have produced letters of administration on the estates of the parties for whom they appear, and have otherwise proved to the satisfaction of the court that

the persons for whose estates they have filed claims are in fact the same persons who suffered loss by reason of the seizure and condemnation of the brig *Mary* as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides as conclusions of law that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States; and that the claimants are entitled to the following sums from the United States:

Edmund D. Codman, administrator of the estate of William Gray, deceased, three thousand nine hundred and sixty dollars	$3,960.00
William I. Monroe, administrator of the estate of John Brazer, deceased, one hundred and fifteen dollars	115.00
Amounting in all to four thousand and seventy-five dollars	4,075.00

The owners of the vessel and cargo are not in court.

Charles T. Lovering, administrator of Joseph Taylor, has proved no valid claim other than in favor of those who underwrote the insurance effected through the office of said Taylor, as hereinbefore set forth.

The administrators of the estates of John McLean, William Seton, William Magee Seton, and David Maitland have proved no valid claims.

BY THE COURT.

Filed April 1, 1907.
A true copy.
Test this 16th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 108.

FINDINGS IN CASE OF STEPHEN GIBSON, SURVIVING PARTNER OF GIBSON AND CHASTAIN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF STEPHEN GIBSON, SURVIVING PARTNER OF THE FIRM OF GIBSON AND CHASTAIN, AGAINST THE UNITED STATES.

DECEMBER 16, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 14, 1907

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 10273. Stephen Gibson, surviving partner of the firm of Gibson and Chastain, *v.* The United States.]

STATEMENT OF CASE.

On the 5th day of June, 1900, the United States Senate by resolution referred to the court, under section 14, of the act of March 3, 1887, for a finding of facts, Senate bill 295, Fifty-sixth Congress, first session, providing for the payment to the claimant of the sum of $5,000 for the destruction of salt and injury to certain salt works on Goose Creek, in the vicinity of Manchester, State of Kentucky.

Claimant appeared by counsel and filed his petition herein averring substantially as follows:

That he and his deceased partner were citizens of the United States and residents of Clay County, in the State of Kentucky.

That they were always loyal to the Government of the United States during the war of the rebellion.

That said firm of Gibson and Chastain was the owner of certain salt works on Goose Creek aforesaid, and that said works, together with the stock of manufactured salt at said works, were on or about the 21st day of October, 1862, destroyed by the military forces of the United States under orders from General Buell, department commander.

Said petition states the claim as follows:

1. Well, pump, pipe, etc.	$500
2. 8,000 bushels salt	8,000
3. Deterioration of furnace and fixtures	500
Total	9,000

The case was brought to a hearing on loyalty and merits on the 25th day of April, 1907.

James H. Embry, esq., appeared for the claimant, and the Attorney-General, by Malcolm A. Coles, esq., his assistant, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant, Stephen Gibson, surviving partner, was not loyal to the Government of the United States throughout the late civil war. His partner, Alexander W. Chastain, was loyal to the United States throughout said war.

II. During said war in October, 1862, as a military necessity in the prosecution of the war and to prevent the same from falling into the hands of the enemy, the military forces of the United States destroyed the salt works, salt, and other property described in the petition, which property was situated in the vicinity of Manchester, Clay County, State of Kentucky.

Soon thereafter, to wit, in February, 1863, the Secretary of War appointed William P. Thomasson a commissioner to investigate and report the value of the property so destroyed and as to the loyalty of the owners thereof to the Government of the United States. Said commissioner reported that he believed claimant to be loyal, and further reported on matters pertaining to the losses arising from the destruction of said property as follows, showing—

Injury to well, pump, pipe, etc., to be	$500
8,000 bushels salt destroyed, at $0.50 a bushel	4,000
	4,500

No evidence has been introduced to impeach or disprove said report as to the amount of damages therein stated, while some evidence has been introduced tending to corroborate same, and also evidence showing claimant was not loyal.

There is no evidence before the court establishing the ownership of the destroyed property, except such as appears in the report of Commissioner William P. Thomasson and the report of Col. D. A. Enyart and other officers detailed to destroy the works, in which it is shown that claimant and his partner, Alexander W. Chastain were lessees, and that Alexander White, Mrs. J. T. Woodward, and Mrs. Mollie Schackelford were the owners of the works.

The reasonable value of the property so destroyed as aforesaid was then and there $4,500, one-half of which, to wit, $2,250, belonged to the claimant's deceased partner, Alexander W. Chastain.

In respect to the damages claimed for the loss alleged to have been occasioned because of deterioration of furnace and fixtures for nonusage, and for losses on anticipated yield, the damages are speculative and too remote for the court to liquidate, and no allowance is made therefor.

IV. The claim has never been presented to any Department of the Government, but has been presented to Congress from time to time for payment until its reference to this court as hereinbefore set forth.

BY THE COURT.

Filed May 13, 1907.
A true copy.
Test this 14th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 109.

FINDINGS IN CASE OF JAMES H. WHITE, ADMINISTRATOR OF JAMES WHITE, AND L. R. AND J. D. WHITE, ADMINISTRATORS OF DAUGHERTY WHITE, OF FIRM OF J. AND D. WHITE.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JAMES H. WHITE, SOLE ADMINISTRATOR OF JAMES WHITE, DECEASED, AND L. R. WHITE AND J. D. WHITE, JOINT ADMINISTRATORS OF DAUGHERTY WHITE, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 16, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 14, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 10273. James H. White, sole administrator of James White, deceased, and L. R. White and J. D. White, joint administrators of Daugherty White, deceased, v. The United States.]

STATEMENT OF CASE.

On the 5th day of June, 1900, the United States Senate by resolution referred to the court, under section 14 of the act of March 3, 1887, for a finding of facts, Senate bill 295, Fifty-sixth Congress, first session, providing for the payment to the claimants of the sum of $7,550 for the destruction of salt and injury to certain salt works on Goose Creek in the vicinity of Manchester, State of Kentucky.

Claimants appeared by counsel and filed their petition herein, averring substantially as follows:

That their intestates died as legal residents of Clay County, State of Kentucky; that in and prior to the month of October, 1862, said intestates were copartners under the firm name of J. and D. White, in the ownership and operation of certain salt works on Goose Creek aforesaid, and as surviving partners of themselves and Claiborne White, then deceased, they were the owners and possessors, pending liquidation of the former copartnership, of a well, pump and pipe, forming part of the plant at said salt works.

*

That said salt works, together with the stock of manufactured salt at said works, were on or about the 21st of October, 1862, destroyed by the military forces of the United States under orders from General Buell, department commander.

That said intestates were loyal to the Government of the United States during the late civil war.

Claimant's petition states their claim as follows:

Wells, pumps, pipes, etc	$1,000
Water pipe, furnace, etc	1,000
Destruction of 9,000 bushels of salt	4,500
Deterioration due to destruction	550
Well, pump, and pipe of firm in liquidation	500
Total	7,550

The case was brought to a hearing on loyalty and merits on the 25th day of April, 1907.

James H. Embry, esq., appeared for the claimant, and the Attorney-General, by Malcolm A. Coles, esq., his assistant, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedents were loyal to the Government of the United States throughout the late civil war.

II. During said war in October, 1862, as a military necessity in the prosecution of the war and to prevent the same from falling into the hands of the enemy, the military forces of the United States destroyed the salt works, salt, and other property described in the petition, which property was situated in the vicinity of Manchester, Clay County, State of Kentucky.

Soon thereafter, to wit, in February, 1863, the Secretary of War appointed William P. Thomasson a commissioner to investigate and report the value of the property so destroyed, and as to the loyalty of the owners thereof to the Government of the United States. Said commissioner reported that he believed claimants to be loyal, and further reported on matters pertaining to the losses arising from the destruction of said property as follows:

Injury to wells, pumps, pipes, etc	$1,000
Injury to water pipe, furnace, etc	1,000
9,000 bushels of salt destroyed at 50 cents a bushel	4,500
Injury to well, pump, and pipe of firm in liquidation	500

No evidence has been introduced to impeach or disprove said report as to amount of damages therein stated, while some evidence has been introduced tending to corroborate same, and also evidence showing claimants' decedents were loyal.

There is no evidence before the court establishing the ownership of the property destroyed as aforesaid, except such as appears in the report of Commissioner William T. Thomasson and the report of Col. D. A. Enyart and other officers detailed to destroy the works, in which it was shown that the works were owned and occupied by J. and D. White, claimants' decedents.

III. The reasonable value of the property so destroyed as aforesaid, belonging to the copartnership of J. and D. White, was then and there $5,500, and of the property of J. and D. White, as surviving partners of themselves and Claiborne White, so destroyed as aforesaid, was then and there $500.

In respect to the damages claimed for the loss alleged to have been occasioned because of deterioration of furnace and fixtures for nonusage, and for losses on anticipated yield, the damages are speculative and too remote for the court to liquidate, and no allowance is made therefor.

IV. The claim has never been presented to any Department of the Government, but it has been presented to Congress from time to time for payment until its reference to this court, as hereinbefore set forth.

BY THE COURT.

Filed May 13, 1907.
A true copy.
Test this 14th day of December, 1907
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. {DOCUMENT No. 110.

FINDINGS IN CASE OF TRUSTEES OF PRIMITIVE BAPTIST CHURCH, PELHAM, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE PRIMITIVE BAPTIST CHURCH, OF PELHAM, GRUNDY COUNTY, TENN., AGAINST THE UNITED STATES.

DECEMBER 16, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 12, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12437. Trustees of the Primitive Baptist Church, of Pelham, Grundy County, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for a church building alleged to have been removed and the material appropriated to the use of the United States Army during the civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

["S. 1383, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Primitive Baptist Church, of Pelham, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Primitive Baptist Church, at Pelham, Tennessee, the sum of six hundred dollars, for use and destruction of their church building by the military forces of the United States during the late civil war."

That said salt works, together with the stock of manufactured salt at said works, were on or about the 21st of October, 1862, destroyed by the military forces of the United States under orders from General Buell, department commander.

That said intestates were loyal to the Government of the United States during the late civil war.

Claimant's petition states their claim as follows:

Wells, pumps, pipes, etc	$1,000
Water pipe, furnace, etc	1,000
Destruction of 9,000 bushels of salt	4,500
Deterioration due to destruction	550
Well, pump, and pipe of firm in liquidation	500
Total	7,550

The case was brought to a hearing on loyalty and merits on the 25th day of April, 1907.

James H. Embry, esq., appeared for the claimant, and the Attorney-General, by Malcolm A. Coles, esq., his assistant, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedents were loyal to the Government of the United States throughout the late civil war.

II. During said war in October, 1862, as a military necessity in the prosecution of the war and to prevent the same from falling into the hands of the enemy, the military forces of the United States destroyed the salt works, salt, and other property described in the petition, which property was situated in the vicinity of Manchester, Clay County, State of Kentucky.

Soon thereafter, to wit, in February, 1863, the Secretary of War appointed William P. Thomasson a commissioner to investigate and report the value of the property so destroyed, and as to the loyalty of the owners thereof to the Government of the United States. Said commissioner reported that he believed claimants to be loyal, and further reported on matters pertaining to the losses arising from the destruction of said property as follows:

Injury to wells, pumps, pipes, etc	$1,000
Injury to water pipe, furnace, etc	1,000
9,000 bushels of salt destroyed at 50 cents a bushel	4,500
Injury to well, pump, and pipe of firm in liquidation	500

No evidence has been introduced to impeach or disprove said report as to amount of damages therein stated, while some evidence has been introduced tending to corroborate same, and also evidence showing claimants' decedents were loyal.

There is no evidence before the court establishing the ownership of the property destroyed as aforesaid, except such as appears in the report of Commissioner William T. Thomasson and the report of Col. D. A. Enyart and other officers detailed to destroy the works, in which it was shown that the works were owned and occupied by J. and D. White, claimants' decedents.

III. The reasonable value of the property so destroyed as aforesaid, belonging to the copartnership of J. and D. White, was then and there $5,500, and of the property of J. and D. White, as surviving partners of themselves and Claiborne White, so destroyed as aforesaid, was then and there $500.

In respect to the damages claimed for the loss alleged to have been occasioned because of deterioration of furnace and fixtures for nonusage, and for losses on anticipated yield, the damages are speculative and too remote for the court to liquidate, and no allowance is made therefor.

IV. The claim has never been presented to any Department of the Government, but it has been presented to Congress from time to time for payment until its reference to this court, as hereinbefore set forth.

BY THE COURT.

Filed May 13, 1907.

A true copy.

Test this 14th day of December, 1907

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. {DOCUMENT No. 110.

FINDINGS IN CASE OF TRUSTEES OF PRIMITIVE BAPTIST CHURCH, PELHAM, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE PRIMITIVE BAPTIST CHURCH, OF PELHAM, GRUNDY COUNTY, TENN., AGAINST THE UNITED STATES.

DECEMBER 16, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 12, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12437. Trustees of the Primitive Baptist Church, of Pelham, Grundy County, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for a church building alleged to have been removed and the material appropriated to the use of the United States Army during the civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

["S. 1383, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Primitive Baptist Church, of Pelham, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Primitive Baptist Church, at Pelham, Tennessee, the sum of six hundred dollars, for use and destruction of their church building by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 27th day of September, 1906, and filed their petition, in which it is substantially averred:

That during the late war for the suppression of the rebellion and on or about July, 1862, the military forces of the United States, under command of General Buell, took possession of the church building of the Primitive Baptist Church, of Pelham, Grundy County, Tenn., and removed the said building, appropriating the material therein to the use of the United States Army.

That said building at the time of its removal, as aforesaid, was reasonably worth the sum of $600, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 30th day of October, 1907.

G. W. Hott, esq., appeared for the claimants, and the Attorney-General, by Malcolm A. Coles, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Primitive Baptist Church, of Pelham, Tenn., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, took possession of the church building described in the petition and tore down the same and used the material therein contained in the erection of quarters for the troops. The reasonable value of the church building at the time and place of taking was the sum of two hundred dollars ($200.00). No payment appears to have been made therefor.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate, as hereinbefore mentioned, and no reason is given why the bar of the statute of limitation should be removed or which shall excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed November 4, 1907.
A true copy.
Test this 11th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 111.

FINDINGS IN CASE OF DANIEL REID.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF DANIEL REID AGAINST THE UNITED STATES.

DECEMBER 16, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 12, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10294. Daniel Reid *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the proceeds of the cargo of the brig *H. C. Brooks*, alleged to have been taken possession of by the United States naval forces and covered into the United States Treasury.

On June 11, 1900, the United States Senate, by resolution, referred to the court under the provisions of the the act of March 3, 1887, known as the Tucker Act, a bill in the following words:

"[S. 4594, Fifty-sixth Congress, first session.]

"A BILL For the relief of Daniel Reid, W. R. S. Burbank, and the heirs of J. H. and E. H. Taft.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to Daniel Reid, W. R. S. Burbank, and the heirs of J. H. and E. H. Taft the sum of forty-six thousand five hundred and fourteen dollars and sixty-nine cents, being the proceeds of the cargo of the brig *Henry C. Brooks*, seized in May, 1861, and sold during the same year and the money turned into the Treasury of the United States."

The claimant appeared in this court on March 2, 1901, and filed his petition, in which he makes in substance the following allegations:

That the brig *Henry C. Brooks* early in the year 1861 went ashore on the coast of North Carolina, but was soon gotten off the beach and afterwards sold at public auction May 20, 1861, and purchased by the claimant, who acquired title thereto; that after the

repair of the vessel she took on a cargo of turpentine, tobacco, cotton, rosin, and tar destined for Liverpool, England, but permission to depart was refused by the governor of North Carolina; that thereafter the vessel was cleared by H. F. Hancock, United States collector, and proceeded to Hatteras Inlet; that during the bombardment and fall of Hatteras August 28 and 29, 1861, the vessel being under fire was abandoned by her captain and crew and was taken possession of by the United States forces under Commodore Stringham; that the vessel was thereafter towed to Fortress Monroe, Va., and from thence to New York, where the vessel was appraised and a decree entered in the United States court for the return of the vessel to the former owners on the payment of one-eighth part of the appraised value, namely, $175, upon which said sum being paid the vessel was delivered to the Columbia Marine Insurance Company, of New York, and the former owners, but that the cargo aforesaid was adjudged a prize and the net proceeds, amounting to $46,514.69, placed in the Treasury of the United States, one half thereof being placed to the credit of the navy pension fund and the other half paid to the officers and crew of the United States vessels *Harriet Lane, Minnesota, Wabash, Cumberland, Susquehanna, Monticello,* and *Pawnee;* that the claimant was the sole owner of the vessel at the time of seizure and condemnation, which was then reasonably worth $15,000, and that he was also the owner of the cargo, and that the seizure of said vessel and cargo illegal and the condemnation as aforesaid unlawful, by reason of which he claims the sum of $61,514.69.

The case was brought to a hearing on loyalty and merits on April 1, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by P. M. Ashford, esq., his assistant and under his direction, appeared for the defense and interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant, Daniel Reid, was a citizen of the State of North Carolina during the late civil war. He was not loyal to the Government of the United States throughout said war.

II. Said Daniel Reid was the owner on August 29, 1861, of a third interest in the brig *H. C. Brooks.* Early in the summer of that year he placed on board said vessel a cargo consisting of tobacco, cotton, rosin, and tar; and thereafter, on or about August 20, 1861, said vessel and cargo were cleared at the port of Washington, N. C., by one H. C. Hancock, then United States collector at said port, bound for Liverpool, England. On August 28, 1861, said vessel completed taking in cargo from lighters while lying at anchor at Hatteras Inlet Roads. Said Daniel Reid was the sole owner of the cargo then on board said vessel.

III. On August 29, 1861, said vessel, with said cargo, was taken possession of by United States naval forces under command of Flag Officer Stringham, and said cargo was subsequently sold at public sale in the city of New York. The net proceeds thereof, amounting to $46,514.69, were placed in the Treasury of the United States for distribution to the captors and the naval pension fund in accordance with law. No part of said money has ever been paid to claimant.

IV. The sale of said cargo was made under the prize laws then in force. The claimant was not a party to said proceeding and, so far as the evidence shows, received no notice thereof and had no actual knowledge of the same.

The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under act of March 3, 1887, as hereinbefore mentioned, and no reason is given by the claimant why the bar of any statute of limitation should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed April 8, 1907.
A true copy.
Test this 11th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 112.

USE OF UTE TRUST FUNDS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

AN ITEM PROVIDING FOR THE USE OF THE UTE TRUST FUNDS, ETC.

DECEMBER 18, 1907.—Referred to the Committee on Rules and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 16, 1907.

SIR: I have the honor to transmit herewith, for the favorable consideration of the Congress, the attached item providing for the use of the Ute trust funds for the benefit of those Utes who left their reservation during the winter of 1906, were made captives by the military, held at Fort Meade, S. Dak., and afterwards located on the Cheyenne River Agency, S. Dak.

In supporting themselves in their new location and far away from relatives and friends of the main tribe in Utah the absentees are sure to be confronted with conditions of existence during the first year or two with which they have heretofore been totally unfamiliar. The bulk of the able-bodied and energetic ones have gone away from the Cheyenne River reservation this winter to accept employment at day wages; but the uncertainties attending their plans for the future, and the necessity for helping them and the remnant still on the reservation to carry out some future programme for their own good, make the right to draw upon their shares of the tribal fund practically a necessity as a preventive of suffering.

In order that no unnecessary distress may prevail among them because the Department is unable to render prompt and efficient aid through lack of money or of authority to use the tribal funds for emergency purposes, I have decided to ask the Congress to authorize the Commissioner of Indian Affairs to expend for any absentee Ute, from time to time as the emergency may arise, so much of his or her proportionate part of the tribal trust funds as the exigencies of each individual may demand, such expenditures to be made a matter of

record and the amount to be eventually charged against and deducted from the share that would be due the beneficiary when the funds of the tribe are allotted and distributed among its members. This plan, if approved by the Congress, will not only save the Government a gratuitous appropriation, but will place the Indian Office in a position to come to the relief of the indigent, sick, or helpless Indians, and also the worthy ones requiring assistance, and to meet the conditions promptly and effectively.

I respectfully request that this item be placed in the urgent deficiency bill to avoid waiting until the regular Indian bill is passed.

Very respectfully,

JAMES RUDOLPH GARFIELD
Secretary.

The PRESIDENT OF THE SENATE.

ITEM.

The Commissioner of Indian Affairs is hereby authorized and directed to expend so much of the trust funds of the Ute Indians now in the United States Treasury as, in his judgment, may be necessary to prevent want and suffering among the absentee Utes, and the amount so expended for each individual absentee shall be made a matter of record to be charged against and deducted from the share said absentee may be entitled to receive when the trust funds of the Utes are allotted and distributed to the members of the tribe.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 113.

CHANGE OF ALLOTMENT OF EDWARD N. VANDALL.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE DRAFT OF AN ITEM TO AUTHORIZE THE ALLOTMENT OF 80 ACRES OF LAND ON THE FORMER YANKTON RESERVATION IN SOUTH DAKOTA TO EDWARD N. VANDALL, A YANKTON SIOUX ALLOTTEE, ETC.

DECEMBER 18, 1907.—Referred to the Committee on Rules and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 16, 1907.

SIR: The agent of the Yankton Indian Agency, in a letter dated October 28, 1907, invites attention to the fact that the allotment made to Edward N. Vandall, a Yankton Sioux Indian, is practically worthless. It appears that this state of affairs was occasioned by no fault of the Indian, as he was away at school at the time allotments were made.

Cases like this occur where large bodies of land are allotted to Indians, for the simple reason that the land is not uniform in value. The agent points out that there have been reserved for administrative purposes certain lands which are no longer required, the tracts in question being described as the NW. ¼ of the SW. ¼ and the SW. ¼ of the NW. ¼ (lot 1), sec. 10, T. 96 N., R. 65 W.

There are some improvements on these lands placed there by the Government, but the buildings are no longer used and can be utilized in a proper manner by being removed to other lands. He recommends that these lands be given to Mr. Vandall in lieu of a like area which he received, which proved to be worthless.

Existing law forbids this action, but I believe it would be fair to authorize it to be done. The lands now in allotment and to be relinquished in lieu of those above described will of course revert to the public domain and be subject to disposal under the public-land laws.

I have therefore caused a draft of an item to be prepared authorizing the action herein indicated. It can be treated as a separate bill by being preceded by a proper enacting clause or it may be incorporated in some other bill.

I respectfully recommend its favorable consideration.

Very respectfully,

JAMES RUDOLPH GARFIELD,
Secretary.

The PRESIDENT OF THE SENATE.

Item.

That the Secretary of the Interior be, and he is hereby, authorized to allot eighty acres of land on the former Yankton Reservation in South Dakota now reserved for Indian administrative purposes to Edward N. Vandall, a Yankton Sioux allottee, in consideration that said Vandall relinquish eighty acres of land, more or less, which he now holds in allotment.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 118.

LIST OF CONGRESSIONAL CASES DISMISSED BY COURT OF CLAIMS ON MOTION OF DEFENDANTS, FEBRUARY-MAY, 1907.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A LIST OF CONGRESSIONAL CASES DISMISSED ON MOTION OF THE DEFENDANTS.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 18, 1907.

SIR: Pursuant to the order of the court of December 13, 1907, I transmit herewith a list of Congressional cases dismissed on motion of the defendants on the dates set opposite their respective names.

Very respectfully,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

List of Congressional cases dismissed on defendants' motion on the dates set opposite their respective names.

No.	Name.	Date.
11820	Frank E. Church, administrator	Feb. 4, 1907.
12577	O. B. Adams, administrator	Do.
13123 "A"	Nuc-Quc, etc., Indians	May 6, 1907.
13123 "B"	Waukikum, etc., Indians	Do.
13123 "C"	Kathlamet, etc., Indians	Do.
13123 "D"	Wheelappa, etc., Indians	Do.

BY THE COURT.

A true copy.
Test this 17th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 119.

ADDITIONAL LIST OF CONGRESSIONAL CASES DISMISSED BY COURT OF CLAIMS FOR NONPROSECUTION, MAY 13, 1907.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A LIST OF CONGRESSIONAL CASES DISMISSED MAY 13, 1907, FOR NONPROSECUTION.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 18, 1907.

SIR: Pursuant to the order of the court of December 14, 1907, I transmit herewith a list of Congressional cases dismissed on motion of the defendants May 13, 1907, for nonprosecution.

Very respectfully,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

Congressional cases dismissed for want of prosecution, May 13, 1907.

No.	Name.	No.	Name.
9973	Josiah J. Cushman.	10842	John Jackson.
10008	Charles W. Tozer.	10859	Mary A. Pane.
10083	Lemon S. Bowers.	10900	William H. Degroot.
10170	Samuel Jamison.	11063	Madison Female Inst., Richmond, Ky.
10188	Louisa E. McLean.	11064	Bloomfield Lodge, No. 57.
10240	George W. Anderson.	11088	W. Dallas Haywood.
10301	David M. Whitney.	11090	John S. Claybrooke.
10346	John M. Brown.	11103	Stephen D. Castleman.
10369	G. W. Chapman.	11104	Eli Stake.
10414	Emilie L. Major.	11149	Henry Hewitt.
10433	John McVea.	11158	Charlotte Spears.
10443	James H. Quinlaw.	11383	Night Inspectors of Customs.
10445	Douglass Burrell et al.	11392	Gerard Brandon.
10564	William W. Leake.		

BY THE COURT.

A true copy.
Test this 18th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 120.

LIST OF CONGRESSIONAL CASES DISCONTINUED BY COURT OF CLAIMS ON CLAIMANT'S MOTION, DECEMBER, 1906–JUNE, 1907.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A LIST OF CONGRESSIONAL CASES DISCONTINUED ON CLAIMANT'S MOTION.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., December 18, 1907.

SIR: Pursuant to the order of the court of December 13, 1907, I transmit herewith a list of Congressional cases discontinued on claimant's motion, which discontinuance is herewith certified upon motion of defendants.

Very respectfully,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

List of Congressional cases discontinued on claimant's motion on the dates set opposite their respective names.

No.	Name.	Date.
10942-129	Jennie C. Housell	Dec. 3, 1906
10942-136	Emma S. Selmer	Jan. 7, 1907
10942-137	Harold Neilson	Do.
10942-155	Allen W. Cook	June 26, 1907
11458	John N. Bofinger	Dec. 3, 1906

By THE COURT.

A true copy.
Test this 17th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. {DOCUMENT No. 121.

FINDINGS IN CASE OF JACOB KERN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ESTATE OF JACOB KERN, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 19, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11475. Estate of Jacob Kern, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for wagons alleged to have been furnished to the military forces of the United States throughout the late civil war. On April 26, 1904, the United States Senate, by resolution, referred to the court under the provisions of the act of March 3, 1887, known as the Tucker Act, a bill reading as follows:

"[S. 4910, Fifty-eighth Congress, second session.]

"A Bill For the relief of Jacob Kern.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to investigate, audit, adjust, and settle the claim of Jacob Kern, of Saint Louis, in the State of Missouri, for stores and supplies, or other property taken by and furnished to the armies of the Unit States during the civil war, and a sufficient sum to pay the amount foun due is hereby appropriated out of any money in the Treasury not otherwis appropriated."

Joseph Kern appeared and filed his petition in this court as one of the heirs at law of Jacob Kern, deceased, who was a citizen of the United States and resided in the city of St. Louis, State of Missouri, during the years 1864 and 1865, and was engaged in the business of manufacturing for and supplying to the Government of the United States army wagons under contract with the Quartermaster-General. That from November 30, 1864, to January 14, 1865, said decedent furnished to the United States quartermaster at St. Louis army wagons as follows:

November 30, 1864, 17 two-horse wagons; December 15, 1864, 17 army wagons; December 19, 1864, 13 army wagons; December 24, 1864, 13 army wagons; December 31, 1864, 7 army wagons and 11 two-horse wagons; January 9, 1865, 18 army wagons and 6 two-horse wagons; January 13, 1865, 13 army wagons, and January 13, 1865, 16 army wagons. In all 97 army wagons and 34 two-horse wagons.

That the contract price for the army wagons was $214 each, and for the two-horse wagons $175 each, and that the said wagons were actually delivered by decedent or his agent to said United States quartermaster, and that he was paid for only 39 of said wagons at the price of $215 each.

That this claim was duly presented to the accounting officers of the Treasury by the decedent in his lifetime, which claim was referred to the Court of Claims under section 1063 of the Revised Statutes, and that the deceased claimant was at all times loyal to the Government of the United States.

The case was argued and brought to a hearing on loyalty and merits on the 1st day of May, 1907.

Messrs. Pennebaker and Jones appeared for the claimant, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction appeared for the defense and protection of the interests of the United States.

The court, after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The evidence does not establish the appointment of any administrator of the estate of Jacob Kern, deceased, late of the city of St. Louis, in the State of Missouri.

II. Jacob Kern, deceased, was loyal to the Government of the United States throughout the late civil war.

III. The claimant named in the bill referred to this court was during the years 1864 and 1865 and for many years prior and subsequent thereto engaged in the business of manufacturing wagons in the city of St. Louis, Mo. During the years 1864–5 said deceased claimant manufactured and delivered, under contract to William Myers, assistant quartermaster-general of the United States Army, stationed in St. Louis, 39 wagons, in three lots of 13 each, the deliveries being made on December 19 and 24, 1864, and January 13, 1865. For these wagons deceased claimant presented vouchers and was paid the sum of $2,795.

The evidence does not establish to the satisfaction of the court the delivery to said William Myers, assistant quartermaster-general at St. Louis, any wagon or wagons other than those above mentioned, and for which deceased claimant was duly paid.

BY THE COURT.

Filed May 6, 1907.

A true copy.
Test this 18th day of December, 1907.
[SEAL.]

JOHN RANDOLPH.
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 122.

FINDINGS IN CASE OF ANNIE B. BERRY, ADMINISTRATRIX OF RICHARD BERRY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ANNIE B. BERRY, ADMINISTRATRIX OF RICHARD BERRY, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 19, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11128. Annie B. Berry, administratrix of Richard Berry, deceased, claimant, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the alleged taking and destruction of property belonging to claimant's decedent by the military forces of the United States during the late civil war.

March 2, 1903, the Senate, by resolution, referred to the court under the provisions of the act of Congress of March 3, 1887, known as the Tucker Act, a bill, as follows:

"[S. 5221, Fifty-seventh Congress, first session.]

"A BILL For the relief of Richard Berry.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury is hereby directed to pay to Richard Berry the sum of fifteen thousand dollars, out of any money in the Treasury not otherwise appropriated, that amount being justly due him from the United States as a fair and reasonable compensation for his pro[illegible]ty destroyed at Newbern, North Carolina, in November, eighteen hundred an[illegible]ty-four, by order of the military authorities then in control of that post, t[illegible] the spread of a fire which threatened the destruction of the storeho[illegible] United States there situate."

September 21, 1904, claimant appeared and filed her petition, in which she makes, substantially, the following allegations:

That she is the administratrix of the estate of Richard Berry, deceased, late of Newbern, N. C.

That said Richard Berry was loyal to the Government of the United States throughout the war of the rebellion. That during the year 1864 said Richard Berry was engaged in business in Newbern, N. C., as a general merchant and buyer of cotton and naval stores, and was the owner of a stock of merchandise and stores valued at $15,000, which said merchandise and stores were contained in a building used by said Berry as his storehouse and place of business. That on November 25, 1864, a fire broke out in said city of Newbern, N. C., near a large warehouse containing property belonging to the Government of the United States, and threatened to destroy said warehouse and its contents. That thereupon the military authorities of the United States, under the direction of Col. Walter S. Poor, chief provost-marshal of the district of North Carolina, determined that it was necessary to blow up and destroy some building between the said fire and the said Government warehouse, and thereby create a gap and check the progress of the flames in the direction of said Government warehouse; and that the said military authorities, then and there, under the authority of the United States, took possession of the said store of said Richard Berry, and by means of explosives totally destroyed said store and its contents. That the destruction of said store checked the fire and prevented the destruction of the Government warehouse. That said merchandise and stores were, at the time and place of their taking and destruction as aforesaid, reasonably worth the sum of $15,000. That in the year 1866 said Berry employed a firm of claim agents or attorneys to prosecute this claim and filed with them papers relating to the same; that he was advised by said attorneys that these papers were safely filed with the proper representatives of the Government, but that no trace of said papers can now be found; and that said Berry made diligent efforts up to the date of his death, on July 20, 1903, to secure reimbursement from the Government of the United States on account of his aforesaid losses and damages.

The case was brought to a hearing on loyalty and merits on the 28th day of October, 1907.

George H. Lamar, esq., and Wm. R. Andrews, esq., appeared for the claimant, and the Attorney-General, by F. DeC. Faust, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Richard Berry, deceased, was loyal to the Government of the United States throughout the late civil war.

II. There is no competent evidence in the record to show the character of the property destroyed, the items thereof, or the value or ownership of the property, and no allowance is made therefor.

The evidence does show that the building occupied by claimant would have been burned anyway had it not been destroyed.

BY THE COURT.

Filed November 4, 1907.

A true copy.
Attest this 18th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 123.

FINDINGS IN CASE OF GEORGE A. NOWLAND, ADMINISTRATOR OF JAMES B. BEAVERS.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF GEORGE A. NOWLAND, ADMINISTRATOR OF JAMES B. BEAVERS, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 19, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12564. George A. Nowland, administrator of James B Beavers, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for stores and supplies alleged to have been taken by the military forces of the United States during the late civil war. On the 29th day of June, 1906, the United States Senate referred to the court a bill in the following words:

[S. 2357, Fifty-ninth Congress, first session.]

"A BILL For the relief of George A. Nowland, administrator of James B. Beavers, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to George A. Nowland, administrator of James B. Beavers, deceased, late of Fairfax County, Virginia, the sum of one thousand dollars in full compensation for the use, occupation, and destruction of property by the Federal forces during the late civil war."

The claimant appeared in this court on the 12th day of June, 1906, and filed his petition, in which it is substantially averred:

Your petitioner, George A. Nowland, administrator, shows that he is a citizen of the United States, a resident of Alexandria, Va., and that on the 14th day of May, A. D. 1886, was duly appointed administrator of James B. Beavers, deceased; that he was duly qualified as such administrator, and an authenticated copy of the record of which

appointment is filed herewith, and that he is still such administrator; that the said James B. Beavers departed this life on the 18th day of April in the year of 1882, in the city of Alexandria, Va; that during his lifetime the said James B. Beavers was the owner of certain property situated in the county of Fairfax, in the State of Virginia; and that during the late war between the States, to wit: On or about the 11th day of March in the year of 1862 or 1863, certain officers and soldiers of the United States Army took possession of and used the following property, the goods and chattels of the said James B. Beavers:

2 horses, each $150	$300.00
3 cows, each $41.66⅔	125.00
4 hogs, each $10	40.00
10 chickens, each 25 cents	2.50
1 ton hay, $18	18.00
40 barrels corn, per barrel $5	200.00
Fencing used by soldiers for cooking	300.00
Furniture, consisting of tables, chairs, etc., taken for use of soldiers	14.50
Total	1,000.00

The case was brought to a hearing on loyalty and merits on the 18th day of February, 1907.

G. W. Z. Hott, esq., appeared for the claimant, and the Attorney-General, by George E. Boren, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after hearing the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedent herein, James B. Beavers, was not loyal to the Government of the United States throughout the late civil war.

II. The evidence is insufficient to establish to the satisfaction of the court the taking of the property as alleged in the petition.

BY THE COURT.

Filed February 18, 1907.

A true copy.

Attest this 18th day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 124.

FINDINGS IN CASE OF MATILDA LEGG, HEIR OF JAMES LEGG.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MATILDA LEGG, SOLE SURVIVING HEIR OF JAMES LEGG, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 19, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11840. Matilda Legg, sole surviving heir of James Legg, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the difference between the amount paid by the United States authorities for horses taken during the civil war and what said horses were actually worth. On March 3, 1905, the United States Senate referred to this court a bill in the following words:

"[S. 5608, Fifty-eighth Congress, second session.]

"A BILL For the relief of the legal representatives of James Legg.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, directed to pay to the legal representatives of James Legg, of Annapolis, Maryland, out of any money in the Treasury not otherwise appropriated, the sum of nine hundred and seventy-five dollars, which sum, when accepted, shall be in full satisfaction for eight horses taken from his livery stable, in Annapolis, Maryland, by the United States authorities for the use of the Army during the late war of the rebellion."

The claimant appeared in this court February 14, 1907, and filed her petition in which it is substantially alleged that—

1. She is the sole surviving heir of the late James Legg, of Annapolis, Md., all the other heirs of said decedent having united in relinquishing and granting their right and claims in this case to said Matilda Legg; that she is unmarried and prosecutes this claim in her own right.

2. That on, to wit, July 24, 1863, the United States provost marshal, Keifer, of Annapolis, Md., entered the stable of James Legg, father of petitioner, and seized for the use of the United States Government eight horses; that the said eight horses were paid for at the rate of $125 each, making a total payment of $1,000; that each of the eight horses was worth more than the sum paid therefor, their respective values having been as follows: $450, $300, $225, $250, $325, $225, $200. That the United States having paid to decedent, James Legg, the sum of $1,000, there is still due petitioner the sum of $975 ($975–$1,000) to which she is justly entitled from the United States.

3. That on, to wit, January 20, 1888, the decedent, James Legg, filed a claim in the Quartermaster-General's Office for this difference between the value of the eight horses taken as shown above and the amount paid him by the United States, but that the claim was held to have been barred by the statute of limitation as not having been filed prior to January 1, 1880.

4. That since 1888, bills have been introduced into Congress for the relief of decedent and later for his legal representatives, and that on, to wit, March 3, 1905, the bill for the relief of said legal representatives was referred to this court by resolution of the United States Senate for a finding of facts under the terms of the act of March 3, 1887.

The case was submitted on loyalty and merits on February 18, 1907.

Elihu S. Riley, esq., submitted evidence and brief for claimant, and the Assistant Attorney-General, by Geo. M. Anderson, esq., his assistant, submitted brief in behalf of the United States.

The court, upon the evidence and after considering the briefs of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedent, James Legg, was loyal to the United States throughout the late civil war.

II. The evidence establishes to the satisfaction of the court that the eight horses alleged to have been taken from James Legg, claimant's decedent, at Annapolis, Md., July 24, 1863, during the war for the suppression of the rebellion, by Captain Keifer, acting provost marshal, were, in fact, taken for the use of the military service of the United States, and that said horses were paid for at the time and place of taking.

BY THE COURT.

Filed February 25, 1907.

A true copy.
Test this 18th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 125.

FINDINGS IN CASE OF WILLIAM H. BROWN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF WILLIAM H. BROWN AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 19, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10911. William H. Brown *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court on the 27th day of June, 1902, by resolution of the United States Senate under an act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 1813, Fifty-seventh Congress, first session.]

"A BILL For the relief of William H. Brown.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That William H. Brown be paid, out of any money in the Treasury of the United States not otherwise appropriated, the sum of five thousand dollars, in full compensation for ten bales of cotton burned by the Army of the United States in Lauderdale County, Alabama, during the civil war."

The claimant appeared and filed his petition in this court September 11, 1902, in which he makes the following allegations:

That during the war for the suppression of the rebellion he was a soldier in the United States Army, having served in the Second Tennessee Mounted Infantry; that in the spring of 1864 he was the owner of ten bales of cotton, average weight of 500 pounds per bale, which was stored at Bluff Creek, Lauderdale County, Ala., all of which was burned by a squad of Union soldiers belonging to his regiment, which was reasonably worth at the time of taking $5,000.

The case was brought to a hearing on loyalty and merits on the 11th day of December, 1906.

Messrs. Dudley & Michener appeared for the claimant, and the assistant attorney, A. C. Campbell, appeared for the defense, under the direction of the Attorney-General.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. During the war for the suppression of the rebellion the claimant, William H. Brown, was loyal to the Government of the United States.

II. The evidence does not establish to the satisfaction of the court that the claimant was the owner of the property alleged to have been taken as aforesaid.

BY THE COURT.

Filed December 24, 1906.

A true copy.
Test this 18th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 126.

FINDINGS IN CASE OF THEODORE R. TIMBY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THEODORE R. TIMBY AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 19, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10934. Theodore R. Timby v. The United States.]

STATEMENT OF CASE.

This is a claim for compensation for the alleged use on Government vessels of the claimant's patented device of a revolving turret and for the alleged use by the Government of his patented electric firing apparatus.

June 28, 1902, the United States Senate, by resolution, referred to the court, under the provisions of the act of March 3, 1887, known as the Tucker Act, a bill in the following words:

"[S. 6287, Fifty-seventh Congress, first session.]

"A BILL For the relief of Theodore R. Timby.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That there is hereby appropriated, out of any money in the Treasury not otherwise appropriated, the sum of three hundred thousand dollars as compensation of Theodore R. Timby for the use of his invention and the infringement of said patent upon revolving turrets, and the sum of two hundred thousand dollars for the compensation of said Timby for the use of his invention and the infringement of his patent for the sighting and firing of guns by electricity, which said sum shall be in each case in full satisfaction of all claim for such use and infringement and for the relinquishment of all right to claim any further compensation for the use of the same by the United States."

The claimant appeared and filed his petition in this court, in which he makes the following allegations:

That he is and at all times has been a citizen of the United States.

That in or about the year 1841 he conceived the idea of a circular revolving metal fort, and thereafter, having developed and improved his said invention, on or about the 18th day of January, in the year 1843, he filed in the United States Patent Office a caveat covering his claim for a "metallic revolving fort" to be used on land or water.

That in the same year your petitioner caused to be constructed a working iron model of his invention, and by every means in his power brought the matter of his invention to the attention of the United States Government, and endeavored to induce the said Government to test its efficacy by actual experiment and to adopt it if found satisfactory. Notwithstanding such continued and persevering efforts, the actual adoption of your petitioner's invention, or the actual trial of its merits, was not secured, nor was he able, owing to the great expense, to conduct such trial himself.

That thereafter, having perfected his said invention, he applied for and obtained a patent thereon September 30, 1862, antedated July 8 of the same year.

That at some time prior to January 1, 1862, the exact date of which your petitioner is not able to state, negotiations were entered into between your petitioner and John Ericsson, John F. Winslow, John A. Griswold, and C. F. Bushnell, such parties being then engaged in constructing an ironclad steam battery, afterwards known as the *Monitor*, according to the plan of the said Ericsson, on which the revolving turret as invented by your petitioner was used.

That the negotiations in question resulted in an agreement between your petitioner and the builders of the aforesaid *Monitor* whereby your petitioner should receive from the said builders as royalty for the use of his aforesaid revolving turret the sum of $5,000 on such *Monitor* and a similar sum on all subsequent vessels built by them on which your petitioner's invention was used, and $10,000 royalty on each land battery built by them according to your petitioner's design.

That under the aforesaid contract your petitioner received the sum of $15,000, being the sum of $5,000 each on the original *Monitor* and on the *Dictator* and *Puritan*, two vessels of similar construction upon which your petitioner's revolving turret was used.

That thereafter, during the civil war, there were built by the United States Government fifty-five ironclad vessels, using in all sixty-eight turrets as invented and patented by your petitioner, and that your petitioner has never at any time received any compensation whatever other than that above set out for the use of his patented turret from the United States Government, the contractors building such turrets, or from any other person or persons whatever.

That a reasonable sum as royalty on the said turrets constructed by the Government of the United States during the life of your petitioner's patent, and used by the said Government, is the sum of $300,000.

That your petitioner is also the inventor of a system of discharging heavy guns by electricity and obtained a patent therefor on July 8, 1862, and that such system was adopted and used by the Government of the United States, and is still in use by said Government, and that your petitioner has never at any time received any compensation therefor from the said Government of the United States or from any other person or persons whatever.

That a reasonable compensation for the use by this Government of such electrical firing device as invented and patented by your petitioner is the sum of $200,000.

Your petitioner further represents that said claim was referred to this honorable court by a resolution of the United States Senate, dated June 28, 1902, under the act of Congress approved March 3, 1887, known as the "Tucker Act."

The case was argued and brought to a hearing on loyalty and merits on April 2, 1907.

Charles Fuller, esq., appeared for the claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant herein, Theodore R. Timby, was loyal to the Government of the United States throughout the late civil war.

II. The claimant filed the following caveat in the Patent Office of the United States on the 17th day of January, 1843:

"*To the Commissioner of Patents*

"The petition of Theodore R. Timby, of Cato, County of Cayuga, & State of New York, Respectfully Represents

"That I have made an improvement which I call a Metallick Revolving Fort and am now maturing the same preparitory to my applying for letters patent therefor. I do therefore pray that the subjoined discription of my invention may be filed as a Caveat agreeably to the provisions of the act of Congress in that case made and provided I having paid twenty dollars into the Treasury of the United States and otherwise complied with the requirements of the said act.

"A discription of the above improvements is as follows:

"My fort when completed will form a curcle leving about two third of its diameter from near the bottom of the Fort in open space the first deck being near the bottom upon this deck and at the extremity of the open space alluded to are placed two propelling engines one opisit to the other. When used on the land these engines act upon a shaft each which are connected or made fast to the deck mentioned upon these shafts each is a flanged wheel resting upon a circle railway track underneath and otherwise independent of the Fort.

"Above the deck mentioned are several others each a propper distance above the other and each forming a circle within the Bulwarks of the fort and upon these decks are placed the cannon when used.

"When used on the watter I place the fort as allredy mentioned on a circular hull with the anchor to be cast at center and watter wheels in the place of flanged driving wheels.

"Washington City Jan the 17–1843.

"THEODORE R. TIMBY."

The claimant did not keep said caveat alive and did not renew it at the expiration of one year following the filing thereof, as required by the statutes then in force.

III. October 4, 1861, John Ericsson entered into a contract with the Government to construct for its use a vessel with a revolving battery or turret thereon; and pursuant to said contract Thomas Fitch Rowland superintended the building of said vessel at his shipyards at Brooklyn, N. Y., the same being constructed under the constant personal supervision of and according to plans and designs made and furnished by said John Ericsson. When completed said vessel was taken possession of by the Government, named the *Monitor*, and on the 9th day of March, 1862, was engaged in battle with the Confederate ship *Merrimac* at Hampton Roads.

Thereafter the Government built other vessels (in all fifty-five) upon substantially the same plan as the *Monitor*.

IV. The claimant had nothing to do with the construction of the *Monitor*, and during the time of its construction was not consulted by either Captain Ericsson or Mr. Rowland.

V. On the 28th day of May, 1862, the claimant filed in the Patent Office of the United States an application for a patent upon a revolving battery or tower, for use either on land or water, and on the 30th day of September a patent (No. 36593) was issued to him upon said application.

VI. The principle of revolving turret, to be used on war ships or gunboats, was first applied in the construction of the *Monitor*, according to plans and designs made by Captain Ericsson, and has since been amplified in the construction of all modern vessels of war. But the principle of revolving towers or batteries to be used in battle has long been known, and such towers or batteries were in actual use centuries since, and even before the invention of gunpowder. Early in the last century one Abraham Bloodgood publicly exhibited in the city of New York a model for the construction of a floating and revolving battery strikingly similar to the *Monitor*. The revolving turret upon vessels of war was neither the invention of the claimant nor Captain Ericsson, but was first put into actual use by the construction of the *Monitor*.

VII. Neither the United States nor Captain Ericsson ever paid or authorized to be paid to the claimant any money, or made any promise to claimant for the payment of any money as a royalty, or for any other purpose, by reason of the alleged use of claimant's device in the construction of the revolving turret on the *Monitor* or any other vessel.

VIII. The Minton and Thomas patents of 1858 for a revolving tower, and the C. P. Coles patent of 1859 for a revolving cupola, and the A. B. Cooley patent of April 1, 1862, for improved floating battery, and the Willis patent of 1859 for improvements in floating batteries, embodied substantially the principles claimed by Mr. Timby in his patents and antedated his application.

IX. July 8, 1862, the claimant patented a device for firing large guns by electricity, as described in the specifications for Patent No. 3847 issued from the Patent Office, but this device has never been used in the Army or Navy of the United States.

X. Guns were fired by electricity at least one hundred and fourteen years before Mr. Timby took out his patent. A method described by Eben Kinnersley in 1761 of exploding gunpowder more nearly approximates the present method of firing guns by

electricity than does the method described by Mr. Timby; and all the principles and appliances set forth in claimant's specifications accompanying his patent for firing guns by electricity were well known and had been used previous to the date of Mr. Timby's patent.

XI. No action was taken by the claimant during the lifetime of his patent before any court, against any individual, or against the Government for infringement of his alleged rights covered by his patent; and the claimant has not presented any satisfactory reason or excuse for not proceeding in the courts to protect his alleged rights during the lifetime of his patent.

BY THE COURT.

Filed December 24, 1906.
A true copy.
Test this 18th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 127.

FINDINGS IN CASE OF GRAYSVILLE, GA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE VILLAGE OF GRAYSVILLE, CATOOSA COUNTY, GA., AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, D. C., December 20, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12927. The village of Graysville, Catoosa County, Georgia, Claimant, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the alleged taking and conversion into barracks of a church and school building belonging to the village of Graysville, Catoosa County, Ga., by the military forces of the United States during the late civil war.

March 2, 1907, the Senate, by resolution, referred to the court under the provisions of the act of March 3, 1887, known as the Tucker Act, a bill as follows:

"[S. 6201, Fifty-ninth Congress, first session.]

"A BILL For the relief of the village of Graysville, Catoosa County, Georgia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to the village of Graysville, in Catoosa County, State of Georgia, out of any money in the Treasury not otherwise appropriated, the sum of eight hundred dollars, as compensation for one frame church and schoolhouse building belonging to said village of Graysville and taken and used by Federal troops during the civil war."

The claimant appeared and filed its petition in this court March 26, 1907, in which it makes substantially the following allegations:

That claimant was loyal to the Government of the United States throughout the war of the rebellion; that during the said war claimant was the owner of a frame church and schoolhouse building, situated within its corporate limits, and used both as a place of worship and as a schoolhouse; that the value of said building during the said war was $800; that during said war a detachment of the Army of the United States, under proper authority, took possession of and tore down the said building and carried away the materials thereof and used the same in constructing barracks and quarters for the use of the said Army.

The case was brought to a hearing on loyalty and merits on the 21st day of October, A. D. 1907.

William R. Andrews, esq., appeared for the claimant, and the Attorney-General, by Clark McKercher, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. The village of Graysville, a corporation in Catoosa County, State of Georgia, being a part of said county and State, is not shown to have been loyal to the Government of the United States during the late civil war.

II. During the late civil war for the suppression of the rebellion there was taken from the claimant corporation, in said Catoosa County, State of Georgia, the property described in the petition, which was then being used as a church and school building, and tore down the same and used the materials thereof in the erection of barracks for the use of United States troops. The reasonable value of said building at the time and place of taking was six hundred dollars ($600.00), for which no payment appears to have been made.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under the provisions of the Tucker Act, as hereinbefore stated, and no reason is given why the bar of any statute should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed October 28, 1907.
A true copy.
Test this 19th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 128.

FINDINGS IN CASE OF DELPHINE A. TAYLOR, AMY A. TAYLOR, AND MARIE C. QUAYS, EXECUTRIX OF PHILIP D. QUAYS.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MRS. DELPHINE A. TAYLOR, MRS. AMY A. TAYLOR, AND MARIE C. QUAYS, EXECUTRIX OF PHILIP D. QUAYS, DECEASED, AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 20, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11421. Mrs. Delphine A. Taylor, Mrs. Amy A. Taylor, and Marie C. Quays, executrix of Philip D. Quays, deceased, *v.* The United States.]

STATEMENT OF CASE.

On April 27, 1904, by resolution of the United States Senate, Senate bill No. 4971, Fifty-eighth Congress, was referred to this court for findings of fact under the terms of section 14 of the act approved March 3, 1887. Said bill reads as follows:

"A BILL For the relief of the heirs of Adeliza Pickett Quays, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the heirs of Adeliza Pickett Quays, deceased, late of East Carroll Parish, Louisiana, the sum of twenty-eight thousand seven hundred and fifty dollars, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late civil war."

The claimants, in their petition, make the following allegations:

That petitioners Mrs. Delphine A. Taylor and Mrs. Amy A. Taylor are residents of the county of Harrison, State of Texas; that petitioner Marie C. Quays is a resident of the parish of East Carroll, State of Louisiana.

That petitioners, Mrs. Delphine A. Taylor and Mrs. Amy A. Taylor, present this claim in their own right as heirs of their deceased mother, Mrs. Adeliza Pickett Quays; that petitioner, Marie C. Quays, presents this claim as executrix of the will of Philip D. Quays, deceased, who was a son and an heir of said Mrs. Adeliza Pickett Quays, departed this life prior to the late war for the suppression of the rebellion, leaving as her only heirs said Mrs. Delphine A. Taylor (then Quays), said Mrs. Amy A. Taylor (then Quays), and said Philip D. Quays.

That during said war the United States military forces, under proper authority, took from said heirs of Mrs. Adeliza Pickett Quays, to wit, from said Mrs. Delphine A. Taylor (then Quays), said Mrs. Amy A. Taylor (then Quays), and Philip D. Quays, quartermaster stores and commissary supplies of the kinds and values below stated, and converted the same to the use of the United States Army, to wit:

7 mules, at $150 each	$1,050
25 hogs, at $10 each	250
1 horse	150
7 cows, at $25 each	175
25 sheep, at $4 each	100
22,300 bushels shelled corn, at $1 per bushel	22,300
13 barrels molasses, at $20 per barrel	260
400 pounds sugar, at 10 cents per pound	40
10,000 pounds bacon, at 20 cents per pound	2,000
256 cords rails, at $3 per cord	768
20 tons blade fodder, at $20 per ton	400
Total	27,493

That petitioners had no knowledge of the existence of the Southern Claims Commission between March 3, 1871, and March 3, 1873, and were without means of presenting and prosecuting this claim during said period; that throughout said war the petitioners, Mrs. Delphine A. Taylor and Mrs. Amy A. Taylor and said decedent, Phillp D. Quays, remained loyal to the Government of the United States.

The claim was brought to a hearing upon loyalty and merits on the 23d day of April, 1907.

Moyers & Consaul appeared for the claimants and the Attorney-General, by Philip M. Ashford, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. Mrs. Delphine A. Taylor, one of the claimants herein, was not loyal to the Government of the United States throughout the late civil war.

II. Mrs. Amy A. Taylor and Philip D. Quays, deceased, were loyal to the Government of the United States throughout the late civil war by reason of their tender years.

III. During the said war the military forces of the United States, by proper authority, for the use of the army, took from the claimants and Philip D. Quays, deceased, in East Carroll Parish, La., property of the kind and character above described, which at the time and place of taking was reasonably worth the sum of forty-eight hundred and ninety-five dollars ($4,895), no part of which appears to have been paid.

IV. It appears from the evidence that some receipts were given for the property taken, and that these receipts were placed in the hands of an attorney about 1868, who thereafter moved to another State, and the papers could not be found. It is contended by the claimants that they were without the means to bring witnesses to Washington to testify in support of their claim if same had been filed before the Southern Claims Commission.

No other action appears to have been taken by the claimants until petitions for relief were presented to Congress and the reference to this court under the act of March 3, 1887, as hereinbefore mentioned.

These facts are reported as bearing upon the question whether there has been delay or laches in the presentation of this claim.

BY THE COURT.

Filed April 29, 1907.

A true copy.

Test this 19th day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. {DOCUMENT No. 129.

FINDINGS IN CASE OF TRUSTEES OF BLACK SWAMP BAPTIST CHURCH, ROBERTVILLE, S. C.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE BLACK SWAMP BAPTIST CHURCH, OF ROBERTVILLE, S. C., AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 20, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12456. Trustees of the Black Swamp Baptist Church, of Robertville, S. C., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the destruction of a church building and parsonage by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 3014, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of Black Swamp Baptist Church, of Robertville, South Carolina.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Black Swamp Baptist Church, of Robertville, South Carolina, the sum of seven thousand dollars, for use and destruction of their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 27th day of December, 1906, and filed their petition, in which it is substantially averred:

That during the late war for the suppression of the rebellion, and on or about December, 1864, the military forces of the United States, by proper authority, under command of Gen. W. T. Sherman, took possession of the church and parsonage buildings belonging to the Black Swamp Baptist Church, of Robertville, S. C., and totally

destroyed the same by fire. That said buildings at the time of their destruction as aforesaid were reasonably worth the sum of $7,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 2d day of April, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Black Swamp Baptist Church, of Robertville, S. C., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During the late civil war, and while the Federal troops under the command of General Sherman were at, through, or near the town of Robertville, in the State of South Carolina, the buildings described in the petition, consisting of a church building, a parsonage, and a school building, were set fire to and totally destroyed, but for what purpose and by whom does not appear.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress, and reference to this court under the act of March 3, 1887, as hereinbefore mentioned, and no reason is given therefor.

BY THE COURT.

Filed April 8, 1907.
A true copy.
Test this 20th day of December, A. D. 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 130.

FINDINGS IN CASE OF TRUSTEES OF CHURCH OF CHRIST, BLEDSOE COUNTY, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE CHURCH OF CHRIST, OF BLEDSOE COUNTY, TENN., AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 20, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[In the Court of Claims of the United States. Congressional, No. 12508. Trustees of the Church of Christ, of Bledsoe County, Tenn., *v.* The United States.]

STATEMENT OF CASE.

In the above-entitled claim for use and occupation of and damage to real estate belonging to the Church of Christ, located in Bledsoe County, State of Tennessee, by the military forces of the United States during the late civil war, a bill was introduced in the Fifty-ninth Congress, first session, for the relief of the claimant, being Senate bill No. 4706. Said bill reads as follows:

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the trustees of the Church of Christ, of Bledsoe County, Tennessee, the sum of two thousand dollars, for the use of and damage to church buildings by the military forces of the United States during the late war of the rebellion."

Said bill was referred to this court by resolution of the Senate on the 13th day of June, A. D. 1906, for findings of fact under the terms of the act approved March 3, 1887, and commonly known as the Tucker Act.

The case was brought to a hearing on loyalty and merits on the 2d day of December, A. D. 1907.

C. A. and F. W. Brandenburg, esqs., appear for claimant, and the Attorney-General, by George E. Boren, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants, in their petition, make the following allegations:

That during the late civil war the Church of Christ, located in Bledsoe County, Tenn., was the owner of certain real estate in said county and State; that during the war there was situated upon said land a substantial frame church building about 30 by 50 feet; that the value of said real estate, including the said building, was about $5,000; that during the said war the United States military forces, under proper authority, took possession of said church building, tore the same down, and used the materials thereof for army purposes; that said church, as an organization, was loyal to the Government of the United States from the beginning to the close of said war; that said claim is made as follows:

Lumber and materials of church building..... $1,000

The court, upon the evidence, and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT:

I. The Church of Christ, of Bledsoe County, Tenn., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, took possession of said church building described in the petition, tore down the same, and used the materials thereof for camp purposes. The said building so used was then and there reasonably worth the sum of five hundred and twenty dollars ($520), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore stated, and no reason is given why the bar of any statute of limitation should be waived or which shall excuse the claimant church for not having presented said claim to some Department of the Government prior to such presentation to Congress.

BY THE COURT.

Filed December 9, 1907.
A true copy.
Test this 19th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 131.

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, OF GLENVILLE, W. VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF GLENVILLE, W. VA., AGAINST THE UNITED STATES.

DECEMBER 21, 1907.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 20, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional No. 12509½. Trustees of the Methodist Episcopal Church South, of Glenville, W. Va., *v.* The United States.]

This is a claim for the destruction of a church building by being burned.

On the 13th day of June, 1906, the United States Senate, by resolution, referred to the court, under the act of March 3, 1887, a bill, of which the following is a copy:

"[S. 4380, Fifty-ninth Congress, first session.]

"A Bill For the relief of the trustees of the Methodist Episcopal Church South, of Glenville, West Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, of Glenville, West Virginia, the sum of two thousand dollars, for use and destruction of their church building by the military forces of the United States during the late civil war."

The trustees of the Methodist Episcopal Church South, of Glenville, W. Va., appeared and filed their petition in this court September 14, 1906, in which they substantially aver:

That during the war for the suppression of the rebellion, during the winter of 1862–63, the military forces of the United States, under command of Colonel Tyler, of an Ohio regiment, took possession of the church building of the claimant at Glenville, W. Va., and used and occupied the same for military purposes; that during the occupation

and use thereof as aforesaid the building was destroyed by fire, the reasonable value of which was $2,000; and that the church, as a church, was loyal to the Government of the United States throughout said war.

The case was brought to a hearing on loyalty and merits on the 28th day of January, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by James A. Tanner, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Methodist Episcopal Church South, of Glenville, W. Va., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During the war for the suppression of the rebellion the military forces of the United States, in the winter of 1862–63, took possession of said church property and used the same as a storehouse for military supplies for a short period. During the time the building was so occupied the same was burned and destroyed, but by whom and for what purpose does not appear.

The reasonable value of the church building at the time of its destruction as aforesaid was about eight hundred dollars ($800).

III. The claim herein was never presented to any Department of the Government until its presentation to Congress and reference by resolution of the United States Senate under the act of March 3, 1887, as aforesaid; nor is any evidence offered to show why the claim was not heretofore presented to some Department of the Government.

BY THE COURT.

Filed February 4, 1907.
A true copy.
Test this 19th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 133.

FINDINGS IN CASE OF PORTLAND COMPANY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE PORTLAND COMPANY AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 19, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 10893. The Portland Company *v.* The United States.]

STATEMENT OF CASE.

By resolution of the United States Senate, dated June 17, 1902, the following bill was referred to the Court of Claims:

"[S. 1091, Fifty-seventh Congress, first session.]

"A BILL For the relief of the Portland Company, Portland, Maine.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That there be paid to the Portland Company, of Portland, Maine, out of any money in the Treasury not otherwise appropriated, the sum of sixteen thousand one hundred and seventy-three dollars and forty-nine cents, being the amount remaining unpaid of the sum awarded to said Portland Company for work done and material furnished in the construction of the United States double ender gunboats *Agawan* and *Pontoosuc*, as per report of Thomas O. Selfridge, commodore and president of board, Senate Executive Document Numbered Eighteen, first session of the Thirty-ninth Congress."

The claimant appeared and filed its petition, in which, among other things, it alleges substantially that the Portland Company, a corporation duly incorporated under and in accordance with the laws of Maine, having its place of

business at Portland, Me., entered into two written agreements with Benjamin F. Isherwood, Chief of the Bureau of Steam Engineering, Navy Department, by which it agreed to furnish and erect in the United States steamers *Agawan* and *Pontoosuc* all the machinery necessary for the propulsion of the same in consideration of the sum of $82,000 for each vessel the work was to be completed within six months after August 30, 1862, provided the hulls were placed at its command within four and a half months; that in the summer of 1862 the Navy Department directed said Isherwood to urge upon the principal shops acceptance of contracts for wooden double enders at a fixed price of $82,000; that the superintendent of said company was sent to Washington to ascertain what the specifications were, and on his return reported that the weight of said machinery would exceed that installed in the *Paul Jones* 15 per cent, and that the directors took the contracts on the basis that the weight and cost of the engines should be about the same as the *Paul Jones;* that the engines and machinery when delivered actually weighed 532,010 pounds each, instead of 387,398 pounds, the weight of the *Paul Jones;* that the actual cost to the contractor was $250,685.29, of which sum the contract price, $164,000, has been paid, and also by act of Congress the further sum of $64,693.67, leaving still due and unpaid the sum of $21,691.62.

The case was brought to a hearing on the 13th day of December, 1906.

John S. Blair, esq., appeared for claimant, and the Attorney-General, by Charles F. Kincheloe, esq., appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Portland Company is a corporation duly incorporated under and in accordance with the laws of the State of Maine, having its place of business at Portland, Me. Said corporation and all its officers were loyal to the Government of the United States throughout the war of the rebellion.

II. In the year 1862 claimant entered into two written agreements with Benjamin F. Isherwood, Chief of the Bureau of Steam Engineering, Navy Department, by which it agreed to furnish and erect in the United States steamers *Agawan* and *Pontoosuc* all the machinery necessary for the propulsion of the same in consideration of the sum of $82,000 for each vessel; the work was to be completed within six months after August 30, 1862, provided the hulls were placed at its command within four and a half months.

III. Before said contracts were signed it was found that the working drawings were for much heavier machinery than said Isherwood had represented and that the cost would be a great deal more, but as the necessity for the engines and the early completion of the steamers had been strongly urged by the Government the claimant had made contracts for materials and machinery and had made considerable progress for carrying out the work.

IV. In pursuance to said contracts said machinery was installed in said steamers and delivered to the United States, but not until long after the time called for in said contracts, the principal delay being caused by the claimant being unprepared for the manufacture of marine engines and the difficulty of obtaining labor.

V. By virtue of a resolution of the United States Senate therefor, adopted March 9, 1865, the Secretary of the Navy on March 25, 1865, appointed a board of naval officers, afterwards known as the Selfridge board, to inquire into the cost of said machinery to the contractors. The claimant presented his claim to the Selfridge board and the board thereafter reported that said machinery had cost the contractors the sum of $80,867.46 over and above the contract price.

VI. The contract price, to wit, $164,000, was paid to the claimant; and thereafter by the act of March 3, 1899 (30 Stat. L., 112, 1205), the further sum of $64,693.97 was paid under and pursuant to said act, which in respect thereto reads as follows:

"To the Portland Company, of Portland, Maine, the sum of sixty-four thousand six hundred and ninety-three dollars and ninety-seven cents in excess of contract price for work done and material furnished in the construction of machinery, engines, and boilers of the United States double-ender gunboats *Agawan* and *Pontoosuc* * * * which shall be in full discharge of all claims against the United States on account of the vessels upon which the board made their allowance as per their report, Senate Executive Document Numbered Eighteen, first session of the Thirty-ninth Congress * * *."

VII. Said claim as hereinbefore recited was presented to the Selfridge board and was thereafter presented to Congress for payment and the appropriation set forth in Finding VI was made. Subsequently, June 17, 1902, by resolution of the United States Senate, Senate bill No. 1001 for the relief of the claimant as above set forth was referred to this court.

BY THE COURT.

Filed December 24, 1906.

A true copy.
Test this 18th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 134.

FINDINGS IN CASE OF JANE JONES, ADMINISTRATRIX OF HENRY JONES.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JANE JONES, ADMINISTRATRIX OF ESTATE OF HENRY JONES, DECEASED, AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 2, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHAS. W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11505. Jane Jones, administratrix of estate of Henry Jones, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for property alleged to have been taken by the military forces of the United States during the war for the suppression of the rebellion. On the 26th day of April, 1904, the United States Senate referred to the court a bill in the following words:

"[S. 1176, Fifty-eighth Congress, first session.]

"A BILL For the relief of Henry Jones.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to Henry Jones, of Marshall County, Mississippi, or to his legal representatives, three hundred and twenty-five dollars, the same being in full for and the receipt of the same to be taken as a full and final discharge of his said claim against the Government."

The claimant appeared in this court June 14, 1904, and filed his petition, in which it is substantially averred:

That he is a resident of Marshall County, Miss.; that he was loyal to the Government of the United States during the war for the suppression of the rebellion; that

Captain Hastings, of the United States Army, took from him in 1863 two horses, each worth $150, and one saddle worth $25, and a bridle. Total amount claimed, $325.

The case was brought to a hearing on loyalty and merits on the 2d day of December, 1907.

Raleigh Sherman appeared for the claimant, and the Attorney-General, by W. W. Scott, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that claimant's decedent, Henry Jones, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took from the claimant's decedent in Marshall (now Benton) County, Miss., property of the kind and character described in the petition, which was then and there reasonably worth the sum of two hundred and fifteen dollars ($215), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by the resolution of the United States Senate under the provisions of the act of March 3, 1887, as herein before mentioned.

BY THE COURT.

Filed December 9, 1907.
A true copy.
Test this 31st day of December, A. D. 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 135.

FINDINGS IN CASE OF STEPHEN D. CLARK, FOR HIMSELF AND AS HEIR OF EMILY C. LOVELACE AND CHARLES L. CLARK.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF STEPHEN D. CLARK, FOR HIMSELF AND AS SOLE HEIR OF EMILY C. LOVELACE, DECEASED, AND OF CHARLES L. CLARK, DECEASED, AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 28, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11856. Stephen D. Clark, for himself and as sole heir of Emily C. Lovelace, deceased, and of Charles L. Clark, deceased, *v.* The United States.]

STATEMENT OF CASE.

By resolution adopted March 3, 1905, the United States Senate referred to this court Senate bill No. 6459, Fifty-eighth Congress, for findings of fact under the terms of section 14 of the act approved March 3, 1887. Said bill, so referred, reads as follows:

"A BILL For the relief of the heirs of Julia M. Clark, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the heirs of Julia M. Clark, deceased, late of Catahoula Parish, Louisiana, the sum of nine thousand seven hundred and fifty dollars, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late civil war."

The case was brought to a hearing on loyalty and merits on the 10th day of April, 1907.

Moyers & Consaul appeared for the claimant, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant, in his petition, makes the following allegations:

That he is a citizen of the United States and a resident of the parish of Catahoula, State of Louisiana; that he is the sole heir and representative of his half-sister,

Emily C. Lovelace, deceased, and of his brother, Charles L. Clark, deceased; that during the late civil war petitioner and his said half-sister and his said brother were citizens of the United States and were minors of tender years, residing at Sicily Island, Catahoula Parish, State of Louisiana, upon a plantation belonging to petitioner and said other minors.

That during said war the United States military forces, acting under proper authority, took from petitioner and his said coowners quartermaster stores and commissary supplies of the kinds and values below stated and converted the same to the use of the United States Army, to wit:

Taken from plantation at Sicily Island, La., about September 26, 1864, by command of Col. H. A. McCaleb, Sixth U. S. Colored Heavy Artillery, and Captain Organ of same command:

30 mules, at $150 each	$4,500
12 horses, at $150 each	1,800
5 wagons, at $50 each	250
100 head fat cattle, at $25 each	2,500
100 sheep, at $4 each	400
50 fattening hogs, at $10 each	500
Total	9,950

That about 1866 petitioner's said brother, Charles L. Clark, departed this life, while still a child of tender years, unmarried and intestate; that thereafter petitioner's half-sister, Emily C. Lovelace, departed this life, unmarried and intestate; that all other children of petitioner's father and mother had previously departed this life, without issue, leaving petitioner as the sole heir and representative of his said half-sister, Emily C. Lovelace, and of his said brother, Charles L. Clark; that during the period allowed by the terms of the act approved March 3, 1871, for presentation of claims to the Southern Claims Commission petitioner was a minor, having been born in 1854; that on account of petitioner's minority this claim was not presented to said Commission.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The petitioner, Stephen D. Clark, and the decedents, Emily C. Lovelace and Charles L. Clark, remained throughout the late civil war loyal to the United States Government, their loyalty resting upon their tender ages.

II. During said war the United States military forces, under proper authority, took from petitioner, Stephen D. Clark, and his coowners, Emily C. Lovelace and Charles L. Clark, quartermaster stores and commissary supplies of the kinds mentioned in the petition, which at the time and place of taking were reasonably worth the sum of four thousand two hundred and forty dollars ($4,240).

No payment appears to have been made for said property or any part thereof.

III. The decedent, Emily C. Lovelace, was the half-sister of the petitioner, Stephen D. Clark, and the decedent, Charles L. Clark, was the brother of the petitioner. Since the close of said war said Emily C. Lovelace and said Charles L. Clark have departed this life, unmarried and intestate, leaving the petitioner, Stephen D. Clark, as their only heir and representative, said Stephen D. Clark appearing in this case in his own right, as owner of an undivided one-third interest in the above-described property at the time of taking thereof, and also as heir and representative of his said coowners.

IV. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the provisions of the act of March 3, 1887, as hereinbefore mentioned, and the reason given for such nonpresentation is the tender age of himself and his decedents during the time allowed by law for such presentation.

BY THE COURT.

Filed April 22, 1907.
A true copy.
Test this 19th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 136.

FINDINGS IN CASE OF NANNIE H. JONES AND OTHER HEIRS OF JOHN T. JONES.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF NANNIE H. JONES, MARY E. HEREFORD, JOHN D. HEREFORD, MRS. FANNIE H. JONES, WILLIAM F. HEREFORD, AND MRS. MATTIE J. ORMAN, HEIRS OF JOHN T. JONES, DECEASED, AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 20, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known the Tucker Act,

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11866. Nannie H. Jones, Mary E. Hereford, John D. Hereford, Mrs. Fannie H. Jones, William F. Hereford, and Mrs. Mattie J. Orman, heirs of John T. Jones-deceased, *v.* The United States.]

STATEMENT OF CASE.

On January 14, 1905, Senate bill No. 6629, Fifty-eighth Congress, was introduced in the United States Senate, and on March 3, 1905, said bill was referred to this court by resolution of the Senate for findings of fact under the terms of the act approved March 3, 1887. Said bill reads as follows:

"A BILL For the relief of the heirs of John T. Jones, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the heirs of John T. Jones, deceased, late of Madison County, Alabama, the sum of eleven thousand one hundred and fifteen dollars and fifty cents, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late civil war."

The case was brought to a hearing on loyalty and merits on the 23d day of October, 1907.

Moyers & Consaul appeared for the claimants, and the Attorney-General, by Percy M. Cox, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants in their petition make the following allegations:

That all of petitioners are citizens of the United States; that all petitioners, save William F. Hereford, are residents of the county of Madison, State of Alabama; that said William F. Hereford is now residing in the Empire of Japan as a missionary.

That during the late civil war petitioners Nannie H. Jones and Mary E. Hereford, with their sisters, Fannie J. Jones and Arie R. Hereford, and their brother, George Jones, owned certain real estate and personalty in common as heirs and distributees of the estate of their father, John T. Jones, deceased; that while said property was so owned in common by the petitioners and said three other children the United States military forces, under proper authority, took from said five coowners quartermaster stores and commissary supplies of the kinds and values below stated, to wit:

15 mules and horses, at $125 each	$1,875
10 mules, at $100 each	1,000
4 oxen, at $30 each	120
21 large cattle, at $20 each	420
25 hogs, at $5 each	125
25 sheep, at $3 each	75
250 bushels shelled corn, at $1 per bushel	250
1½ tons fodder, at $20 per ton	30
1,000 pounds bacon, at 15 cents per pound	150
1,000 pounds pork, at 10 cents per pound	100
57 cords wood, at $3 per cord	171
Total	4,316

That of the property above described the petitioners Nannie H. Jones and Mary E. Hereford each owned an undivided one-fifth interest; that an undivided one-fifth interest therein was also owned by the mother of the petitioners John D. Hereford, Mrs. Fannie H. Jones, William F. Hereford, and Mrs. Mattie J. Orman, to wit, by Mrs. Fannie J. Hereford (née Jones).

That throughout the late civil war the petitioners Nannie H. Jones and Mary E. Hereford, and said decedent, Mrs. Fannie J. Hereford, the owners of undivided fifth interests in said property, remained loyal to the Government of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. During the late civil war Fannie J. Hereford (nee Jones), Nannie H. Jones, and Mary E. Hereford (nee Jones), minor children of John T. Jones, deceased, were, by reason of their tender years, loyal to the Government of the United States.

II. Subsequent to the taking of the property described in the petition, Fannie J. Hereford (nee Jones) died, leaving as her heirs at law John D. Hereford, Mrs. Fannie H. Jones, William F. Hereford, and Mrs. Martha J. Orman.

III. During said war there was taken by the military forces of the United States for their use from the claimants herein (and other heirs of John T. Jones, deceased, not parties hereto), in Madison County, Ala., property of the kind and character described in the petition. The reasonable value of the interest of said three minor children of said John T. Jones, deceased, was, at the time and place of taking, the sum of $1,200, of which amount the heirs of said Fannie J. Hereford, to wit, John D. Hereford, Mrs. Fannie H. Jones, William F. Hereford, and Mrs. Martha J. Orman, are entitled to one-third, $400, and the remaining $800 belongs equally to Nannie H. Jones and Mrs. Mary E. Hereford (nee Jones). No payment appears to have been made of any part thereof.

IV. The claim embraced herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the provisions of the Tucker Act, as hereinbefore mentioned, and no reason is given why the bar of any statute of limitation should be removed or which shall be claimed to excuse the claimants for not having resorted to any established legal remedy except their tender years aforesaid.

BY THE COURT.

Filed October 28, 1907.
A true copy.
Test this 20th day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 137.

FINDINGS IN CASE OF BAPTIST CHURCH, GRAND JUNCTION, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE BAPTIST CHURCH OF GRAND JUNCTION, TENN., AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 20, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case, No. 11875. Baptist Church of Grand Junction, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This claim, arising from use, occupation, and subsequent destruction of the house of worship of the Baptist Church of Grand Junction, Tenn., by United States military forces during the civil war, was first referred to this court on August 7, 1890, by the Committee on War Claims of the House of Representatives for findings of fact under the terms of the act approved March 3, 1883, and commonly known as the Bowman Act. Said reference conferred upon the court no jurisdiction to find and report the facts of the claim, and on March 3, 1905, Senate bill 6794, Fifty-eighth Congress, for relief of said church, was referred to this court by resolution of the United States Senate for findings of fact under the provisions of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act. Said bill reads as follows:

"A BILL For the relief of the Baptist Church of Grand Junction, Hardeman County, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United

States not otherwise appropriated, to the Baptist Church of Grand Junction, Hardeman County, Tennessee, the sum of one thousand five hundred dollars, in full compensation for use, occupation, and destruction of property by the Federal forces during the late civil war."

The case was brought to a hearing on loyalty and merits on the 18th day of February, 1907.

Moyers and Consaul appeared for claimants, and the Attorney-General, by Percy M. Cox, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants, in their petition, make the following allegations:

That they are citizens of the United States, residing in the county of Hardeman, State of Tennessee; that they are the duly elected and acting trustees of the Baptist Church of Grand Junction, Tenn.; that said church was organized prior to the late civil war and has remained continuously in existence down to and including the present time; that during said war said church was the owner of certain real estate in the town of Grand Junction, State of Tennessee, on which was situated a certain substantial building, used and occupied by said church as a house of worship, said building having been erected in 1859, and being in good repair in November, 1862; that in November, 1862, the United States military forces stationed in said town of Grand Junction did take possession of said building and did for a considerable period use and occupy the same as a place of storage of supplies and stores; that the use so made of said building resulted in its great injury, after which the building was torn down and the materials secured therefrom were used for army purposes by said military forces; that said building at the time the United States military forces took possession thereof was reasonably worth the sum of $1,500, and that no payment has been made for the use and occupation thereof; that said church prayed Congress for relief in the premises as early as 1874.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. During the late civil war the Baptist Church of Grand Junction, Hardeman County, Tenn., remained, as an organization, loyal to the Government of the United States.

II. During said war the Baptist Church of Grand Junction, Hardeman County, Tenn., was the owner of certain land at the town of Grand Junction, upon which was situated a house of worship, erected in 1859. About November, 1862, the United States military forces, under proper authority, took possession of said building and used and occupied the same as a place for the storage of stores and supplies, which use and occupation greatly damaged the building. Later the building was torn down and the materials secured from its demolition were used by said military forces for army purposes.

At the time said building was taken into the possession of said United States military forces it was reasonably worth the sum of nine hundred and eighty dollars ($980.00).

No payment appears to have been made on account of said use and occupation or for the demolition of said building.

III. This claim was presented by petition to Congress in 1874, and was first referred to this court by the Committee on War Claims of the House of Representatives August 7, 1890, as above set forth, but said reference did not operate to vest this court with jurisdiction to determine and report the facts of the claim. Thereafter, as hereinbefore stated, the claim was referred to this court by resolution of the United States Senate under the act of March 3, 1887, commonly known as the Tucker Act.

BY THE COURT.

Filed February 25, 1907.

A true copy.

Test this 20th day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 138.

FINDINGS IN CASE OF BOILING FORK BAPTIST CHURCH, COWAN, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF BOILING FORK BAPTIST CHURCH AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 30, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

HON. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. No. 12509 Congressional. Boiling Fork Baptist Church *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the Court of Claims by order of the Senate of the United States on June 13, 1906, under the act of Congress approved March 3, 1887, known as the Tucker Act:

"[S. 4417, Fifty-ninth Congress, first session.]

"A BILL For the relief of the Boiling Fork Baptist Church.

"*Be it enacted by the Senate and the House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he hereby is, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the Boiling Fork Baptist Church, of Cowan, Tennessee, the sum of two thousand dollars as compensation for the use and destruction of the said church building by the United States Army during the late civil war."

The claimant appeared and filed his petition in this court September 25, 1906, by the trustees for the said church, J. W. Sargent, the elder, and Clem Jernigan, the clerk and deacon, the other trustees being Joe Delzell and J. S. Rollins, who consented to the action, and they make the following allegations:

That in the fall of 1863 this church was the owner of a brick building 30 feet by 60 feet and one and one-half stories high, near Cowan, Tenn., and that the building was used regularly for public worship at that time by the said Boiling Fork Baptist Church.

That in the fall of 1863 Gen. W. S. Rosecrans, commander of a portion of the United States Army, came through that part of the country and by the direction and command of officers to this petitioner unknown, and without the consent of the church, caused the said building to be torn down and the bricks used to make brick ovens for the use of the Union Army, and also for building chimneys for the larger convalescent tents. And the said church building and the bricks were of the fair value of two thousand dollars ($2,000).

That they are not informed as to what troops took the property, but knew they were under the command of General Rosecrans.

That this claim was presented to the United States for payment in the Fifty-eighth Congress and in the Fifty-ninth Congress at the first session under Senate bill 4417, and was referred to this honorable court on or about September 24, 1906, under the Tucker Act for findings of fact.

They claim the sum of $2,000 for the property taken and used by the Union Army, belonging to the said Boiling Fork Baptist Church, in the fall of 1863, in Cowan, Franklin County, Tenn.

Under the decision of the court the question of loyalty does not arise in the case of a church claimant.

The case was brought to a hearing on the merits and loyalty on March 4, A. D. 1907, Ellen Spencer Mussey appearing for the claimant, and the Attorney-General, by Mr. Cox, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Boiling Fork Baptist Church, of Cowan, Tenn., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, took possession of the church building described in the petition in the fall of 1863 and tore down the same and used the bricks therein contained for building chimneys and bake ovens. The bricks so used were then and there reasonably worth the sum of thirteen hundred and ten dollars ($1,310), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore mentioned, and no reason is given why the bar of any statute of limitation should be waived or which shall excuse the claimant church for not having presented said claim to some Department of the Government prior to such presentation to Congress.

By the Court.

Filed March 11, 1907.
A true copy.
Test this 21st day of December, A. D. 1907.
[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 139.

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH, DRUMMONDTOWN, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE METHODIST EPISCOPAL CHURCH, OF DRUMMONDTOWN, VA., AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 30, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11023. Trustees, Methodist Episcopal Church, of Drummondtown, Va., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation alleged to have been furnished to the military forces of the United States during war for the suppression of the rebellion. On the 3d day of March, 1903, the United States Senate referred to the Court a bill in the following words:

" [S. 1525, Fifty-seventh Congress, first session.]

"A BILL For the relief of the trustees of the Drummondtown Methodist Episcopal Church, at Drummondtown, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized to pay to the trustees of the Drummondtown Methodist Episcopal Church, in Accomac County, Virginia, the sum of nine hundred dollars for the occupancy of and damage to their house of worship by the Army of the United States during the late war between the States."

The said trustees of said church appeared in this court October 12, 1904, and filed their petition in which it is substantially averred—

That the Methodist Episcopal Church of Drummondtown, Va., was in good condition and repair, and was used as a regular place of worship up till about July 1, 1863; that said church was loyal to the Government of the United States, and in no way gave comfort or aid to the enemies of the United States during the war for the suppression of the rebellion; July 1, 1863, while United States forces were encamped in the vicinity of said church, they took complete possession of said church and established their headquarters therein, and also used the church to store supplies; the seats were removed therefrom, destroyed, and broken, the altar, pulpit, and other fittings, ornaments, and arrangements, were removed by United States forces, all of which completely prevented the holding in any manner of religious services therein; that the United States forces occupied said church until 1865; during said period they greatly damaged the windows, doors, and blinds; the floors were torn up, the walls torn out, and the whole interior of said church ruined; all of which damaged said church to the amount of $900, which sum was expended by the church in repairing, rebuilding, and restoring said church to a proper condition for religious worship.

The case was brought to a hearing on loyalty and merits on the 22d day of April, 1907.

R. W. Haynes appeared for the claimant, and the Attorney-General, by A. C. Campbell, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Methodist Episcopal Church of Drummondtown, Va., as an organization, was loyal to the Government of the United States throughout the late war for the suppression of the rebellion.

II. During said period the military forces of the United States took possession of said church building described in the petition and used and occupied the same at various times from July 1, 1863, until the year 1865. Such use and occupation, together with the reasonable damages in excess of the ordinary wear and tear, was then and there worth the sum of three hundred dollars ($300), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to this court under the provisions of the act of March 3, 1887, hereinbefore mentioned, and no reason is given therefor.

By the Court.

Filed April 29, 1907.

A true copy.

Test this 23d day of December, A. D. 1907.

[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 140.

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, OF BRYANTSVILLE, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF BRYANTSVILLE, KY., AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 20, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11724. Trustees of the Methodist Episcopal Church South of Bryantsville, Ky., *v.* The United States.]

STATEMENT OF CASE.

On March 28, 1904, the following bill was introduced in the United States Senate, being Senate bill No. 5286, Fifty-eighth Congress:

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the Methodist Episcopal Church South, of Bryantsville, Kentucky, the sum of two thousand dollars, in full compensation for the use, occupation, and destruction of property belonging to said church by United States military forces during the late civil war."

Said bill was referred to this court on May 6, 1904, by resolution of the United States Senate, for findings of fact, under the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

The case was brought to a hearing on loyalty and merits on the 18th day of February, 1907.

Moyers & Consaul appeared for the claimant, and the Attorney-General, by Malcolm A. Coles, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants in their petition make the following allegations:

That they are citizens of the United States and residents of the county of Garrard, State of Kentucky.

That they are the duly appointed, qualified, and acting trustees of the Methodist Episcopal Church South, of Bryantsville, Ky.; that during the late civil war said Methodist Episcopal Church South, of Bryantsville, Ky., was the owner of certain land near the town of Bryantsville, on which was situated a certain substantially constructed brick church building, used and occupied by said church as a house of worship; that in the summer or early fall of 1861 the United States military forces, under proper authority, took possession of said premises and building and used the same practically continuously during the remainder of said war as a hospital for the treatment of contagious and other diseases; that during said occupation said building was greatly damaged; that petitioners now present this claim upon behalf of said church as follows, to wit:

To use and occupation of church building for hospital purposes during the civil war, during a period of three and one-half years, and damages incident to such use and occupation $2,050

The court, upon the evidence, and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Methodist Episcopal Church South, of Bryantsville, Ky., as a church was loyal to the Government of the United States throughout the late war for the suppression of the rebellion.

II. During said period the military forces of the United States, by proper authority, occupied said church building and used the same for hospital purposes for about six months. The reasonable rental value of said building, together with damages in excess of ordinary wear and tear, was the sum of $410.

III. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed February 25, 1907.
A true copy.
Test this 20th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 141.

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, OF CHATTANOOGA, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS, TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF CHATTANOOGA, TENN., AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, December 28, 1907.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11700. Trustees of the Methodist Episcopal Church South, of Chattanooga, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the late civil war. On the 27th day of April, 1904, the United States Senate referred to the court a bill in the following words:

" [S. 3592, Fifty-eighth Congress, second session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Chattanooga, Tenn.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, of Chattanooga, Tennessee, the sum of three thousand five hundred dollars, for use of and damage to church building by the military forces of the United States during the late war of the rebellion."

The claimants appeared in this court on the 12th day of January, 1905, and filed their petition, in which it is substantially averred:

That during the late war for the suppression of the rebellion and on or about the month of September, 1863, the military forces of the United States, by proper authority, took possession of the church building and used and occupied the same for hospital and other purposes until the close of the war.

That by reason of such occupancy the building was greatly damaged, and the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was when said military authorities first took possession, was the sum of $3,500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 5th day of December, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by P. M. Cox, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Methodist Episcopal Church South, of Chattanooga, Tenn., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took possession of the church property described in the petition about September, 1863, and used and occupied the same for hospital and other purposes until the close of the war, and damaged the same. The reasonable value of such use and occupation, together with the damages thereto in excess of the ordinary wear and tear, was then and there the sum of $1,800, no part of which appears to have been paid.

III. Said claim was originally presented to the Quartermaster-General under the act of July 4, 1864, by whom it was disallowed because of insufficient evidence. Thereafter the United States Senate by resolution referred the case to this court under the act of March 3, 1887, as hereinbefore mentioned. No further action is shown to have been taken by the claimant looking to the prosecution of the claim.

BY THE COURT.

Filed December 9, 1907.

A true copy.

Test this 19th day of December, 1907.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 142.

FINDINGS IN CASE OF TRUSTEES OF PRESBYTERIAN CHURCH, DECATUR, ALA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF TRUSTEES OF THE PRESBYTERIAN CHURCH OF DECATUR, ALA., AGAINST THE UNITED STATES.

JANUARY 7, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE.
Washington, December 28, 1907.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12403. Trustees of the Presbyterian Church of Decatur, Ala., *v.* The United States.]

STATEMENT OF CASE.

On June 7, 1906, the following bill was introduced in the United States Senate, being Senate bill No. 6393, Fifty-ninth Congress, and below quoted so far as it is material to this case:

"A BILL For the relief of certain churches, Masonic Lodges, and colleges in the State of Alabama, and for other purposes.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to claimants in this act named, the several sums appropriated herein, the same being in full for and the receipt of the same to be taken and accepted in each case as a full and final release and discharge of their respective claims for use, occupation, and damage to their buildings and grounds by United States military authorities during the civil war, namely:

* * * * * * *

"To the trustees of the Presbyterian Church of Decatur, Alabama, three thousand five hundred dollars."

Said bill was referred to this court on June 13, 1906, by resolution of the United States Senate, for findings of fact under the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

The case was brought to a hearing on loyalty and merits on the 5th day of February, 1907.

Moyers & Consaul appeared for the claimant, and the Attorney-General, by C. F. Kincheloe, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants, in their petition, make the following allegations:

That they are citizens of the United States and residents of the county of Morgan, State of Alabama; that they are the duly elected, acting, and qualified trustees of the Presbyterian Church of Decatur, Ala.; that during the late civil war said Presbyterian Church of Decatur was the owner of certain land, upon which was situated a substantial frame church building, used by said church as a house of worship; that said building was torn down by the United States military forces in 1864, and the materials therefrom were used in the construction of barracks or winter quarters for use of said troops; that at the time of the demolition of said building the same was reasonably worth not less than $3,500.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. During the late civil war the Presbyterian Church, of Decatur, Ala., remained, as an organization, loyal to the United States Government.

II. During said civil war the house of worship of the Presbyterian Church, of Decatur, Ala., was torn down by United States military forces, under proper authority, and the materials secured from said building were used in and about the construction of winter quarters for the Army. At the time and place of the demolition of said building the same was reasonably worth the sum of $3,000. The reasonable value of the materials contained in said building does not appear.

No payment appears to have been made for said building or any part thereof.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore stated, and no reason is given therefor.

BY THE COURT.

Filed April 29, 1907.

A true copy.
Test this 19th day of December, 1907.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 144.

FIRST REPORT OF JUVENILE COURT OF DISTRICT OF COLUMBIA, 1907.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A REPORT BY JUDGE WILLIAM H. DE LACY OF THE FIRST YEAR'S OPERATIONS OF THE JUVENILE COURT IN AND FOR THE DISTRICT OF COLUMBIA.

JANUARY 7, 1908.—Read, referred to the Committee on the District of Columbia, and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith a report by Judge William H. De Lacy of the first year's operations of the Juvenile Court in and for the District of Columbia.

THEODORE ROOSEVELT.

THE WHITE HOUSE, *January 6, 1908.*

JUVENILE COURT OF THE DISTRICT OF COLUMBIA,
Washington, July 31, 1907.

SIR: I have the honor to report that, pursuant to the act of Congress approved March 19, 1906, entitled "An act to create a Juvenile Court in and for the District of Columbia," this court, the first juvenile court established under Federal auspices, was organized on Monday, July 2, 1906, in this city, at No. 1816 F street nw., in the presence of a large gathering, among whom were the Hon. Henry L. West and Maj. John Biddle, U. S. Army, Commissioners of the District of Columbia; Hon. Elmer Ellsworth Brown, United States Commissioner of Education; Judges I. G. Kimball and A. R. Mullowney, of the police court of the District of Columbia; Judge Charles W. Heuisler, of the Juvenile Court of Baltimore, Md.; Dr. James Dudley Mor-

gan, president of the Medical Association of the District of Columbia; representatives of the Mothers' Congress and of the Sarah Franklin Chapter of the Daughters of the American Revolution, and other representative citizens of the District.

The following appointments were announced: Joseph Harper, clerk; Zed H. Copp, chief probation officer; Mrs. Gertrude B. Darwin, assistant probation officer; William A. Hickey, janitor.

Joseph Hoey, United States deputy marshal, has been assigned to duty at the court by the marshal of the United States for the District of Columbia.

A letter was read from Hon. H. B. F. Macfarland, president of the Board of Commissioners of the District of Columbia, who was absent from the city.

To minimize publicity in the transportation of the children to the court, the court was located in this square, contiguous to the house of detention, which is used for the custodial care of juvenile prisoners. The square has much vacant ground covered with magnificent trees and shrubbery, while south of it is one of the beautiful park spaces of the city, the whole affording natural scenery and quiet, with pure air in abundance, in a spot that is not only beautiful but also central and easy of access, and yet remote from the police courts. The official custodian has kindly permitted the use of much of the land as a public playground, to the great benefit of the children of the neighborhood as well as those appearing before the court. In view of the example of New York and Chicago and other leading cities, it is hoped that Congress will devote this square, or at least a generous portion of it, to the children, and provide for the erection thereon of a suitable building to serve as a house of detention and to contain quarters for the court. The arguments for architectural beauty in schoolhouses appeal more strongly for the children brought here, who need every aid to help them realize the good, the beautiful, and the true. National pride in Washington demands that in physical equipment this court be made a model or type for the entire country. It is, therefore, recommended that Congress be asked to dedicate this square numbered 143 to the children, that it may be utilized in the work of developing them into good citizens.

Here daily sessions of the court are held, so that the right of a speedy trial is secured to all.

There is hereto appended a report of this date from the clerk of the court, of the cases before the court and their disposition for the fiscal year ended June 30, 1907, from which it will appear that there were 2,171 juvenile offenders, on various charges therein specified; and that there were 283 adult cases, some involving cruelty to children or contributing to their wrong doing, but mainly for failure to support wife and children; making in all 2,454 cases for the last fiscal year.

It is not contended that probation is a panacea for crime, and a great deal of discretion must be used in its application, yet of the 421 children placed upon probation, only some 60 of them returned to the court during the fiscal year upon charges, indicating that for this period at least some 361 children of both sexes have mended their ways. It is no doubt too early to speak of successful outcome of the work of the court, but it may be remarked that earnest effort has been

made to uplift to better citizenship all parties brought before it. Careful investigation has been given each case to ascertain the cause of the wrongdoing. Parental neglect is at the root of much of the juvenile delinquency. Too little regard is paid to the duties and responsibilities of parents. While using their brains to excel in daily avocations of business, many seem to think that the proper performance of their duties to their children will somehow be brought about by their feelings without the exercise of their intellects in the matter, and too often no attention is given to the training of the children to be good.

Where the parent failed to support or deserted his family remedy was found through the nonsupport laws, and all parents were reminded of their duties and obligations as such, and that back of the obligation is the sanction of the law, for the reason that whatever affects the family affects the state. Of course, there are cases of parental neglect, the cause of which lies so deep that it can only be removed by the gradual advance of our country and the world in justice and charity. Meanwhile, it is well to educate even the meanest in the meaning and dignity of citizenship, that the law is intended not for our hurt, but to promote our happiness, and that the glory of our Republic is that each one is the concern of all.

In order to promote the useful and entertaining habit of reading good books, a library of juvenile works has been established for the benefit of the children on probation, to which the Washington Public Library has sent its discarded juvenile books and a citizen has donated similar volumes.

Many of the little ones have needed medical attention and surgical aid for the removal of adenoids, etc., and we wish to record our gratitude to the various hospitals, to Dr. C. R. Dufour and the medical profession generally, for valuable aid rendered, for health conditions everything.

Probationers have been required to keep busy, either at school or in some useful employment, effort being constantly made to obtain, for those needing it, employment, recognizing industry and diligence as most potent factors in the development of good character. Two apprenticeships on most desirable terms were secured in other cities. The visits of the probation officers to the homes has had the effect to help not only the child on probation, but his whole family. In order, however, that this work may be well done and the field effectively covered, three additional probation officers have been estimated for. This would raise the cost of probation to $6,300 per annum for salaries, but if the number of children placed upon probation the past fiscal year had been sent to institutions, at the official estimated per capita cost, the expense would have been over $63,000 per annum, so that the argument from the standpoint of the dollar and economy is in favor of probation, whereby the children are permitted to remain in their homes under surveillance, to be there supported either by their parents or their own exertions. Add to this the saving of the children's self-respect and the efforts they are encouraged to make to develop character, and the wisdom of judicious probation is compelling.

The labors imposed upon the clerk of the court, especially in the enforcement of the nonsupport laws, render necessary provision for

an assistant clerk, at $1,000 per annum, who shall be empowered to administer oaths and affirmations and to act for the clerk in his absence.

NONSUPPORT LAWS.

The nonsupport laws of the District of Columbia are contained in the act of Congress of March 3, 1901, and the act of Congress of March 23, 1906. During the past fiscal year there were 276 cases of nonsupport heard and determined in this court. Usually sentence was suspended upon condition that the apparent cause of the delinquency be cut out, and that a stipulated payment out of the weekly earnings be paid for the support of wife or children or both wife and children. Where it was seen that the weekly wage would be squandered throughout Saturday night and Sunday, the delinquent was required to pay the desk sergeant at the nearest police station, who would, on Monday morning, send the amount with his return of other moneys to the clerk of the juvenile court, who would then disburse the money to the parties entitled under the order made in the case by the court. During the last fiscal year such disbursements by the clerk to needy families amounted to $6,050.59.

To this extent, at least, a burden has been saved the taxpayers and placed where it morally and legally belongs, while the convicted husbands and fathers have had their own characters bettered by the process, for oftentimes they have been required to give up a criminal intimacy, refrain from habits of intemperance, or they have been required to get additional house room for their families where it was found that there was either overcrowding in one bedroom or indiscriminate commingling of the sexes without screens or other safeguards to common decency. It had been hoped that the law was broad enough to reach the father of an illegitimate child, the burden of which is usually shifted from the shoulders of those who gave it life onto the community. Experience in the juvenile court teaches the wisdom of making the duly ascertained fathers of bastards chargeable by law with their support. Such a requirement would not only place the expense and the burden where they belong by the law of nature, but would promote morality. Under present conditions the father of the legitimate child is a criminal if he fails to provide for his offspring, but there is no way by which to compel the father of an illegitimate child to bear the burden of its nurture. Therefore it is respectfully submitted that the law should be so amended as to make it a misdemeanor to fail to support minor children under 16 years of age, whether legitimate or illegitimate, thus making the maintenance of the bastard the legal duty of its father.

I can not close this report without expressing my appreciation of the manner in which the employees of the court have labored to dispatch its business. It should be added that all the attaches of the court have united in the work incident to probation.

Respectfully submitted.

WILLIAM H. DE LACY,
Judge of the Juvenile Court.

The PRESIDENT, *The White House.*

APPENDIX.

WASHINGTON, D. C., *July 31, 1907.*

SIR: I have the honor to submit the following summary of the work done by the juvenile court for the fiscal year ending June 30, 1907:

Number of juvenile offenders	2,171

Said juvenile offenders being charged with the following offenses:

Assault	191
Abandoned children	9
Attempt at crime	1
Assault to rape	1
Affray	8
Cruelty to Animals	9
Concealed weapons	4
Carnal knowledge	4
Destroying private property	62
Destroying public property	5
Depredation on property	5
Disfiguring property United States	2
Disorderly conduct	422
Destitute for suitable homes	278
Fast driving	39
Fornication	1
Grand larceny	4
Habitual truancy from school	21
Incorrigibility	146
Indecent exposure	27
Larceny	530
Malicious injury to property	2
Threats	1
Turning in false alarm of fire	10
Taking away property of another	4
Unfit parents	2
Violation of Section 874 Code	3
Vagrancy	27
Violation police regulations	353
	2,171

Disposition of juvenile cases:

Probation	421	
Dismissed	494	
Security forfeited	501	
Boys' Reform School	126	
Board of Children's Guardians	267	
German Orphan Asylum	1	
Washington Hospital for Foundlings	4	
National Association for the Relief of Destitute Colored Women and Children	22	
Fined	150	
Grand jury	5	
Girls' Reform School	11	
House of the Good Shepherd	4	
Industrial Home School	50	
Nolle prosequi	11	
Personal bonds to keep the peace	1	
Sentence suspended	71	
St. Ann's Orphan Asylum	24	
St. Joseph's Orphan Asylum	1	
St. Vincent's Orphan Asylum	1	
St. Rose's Industrial School	1	
St. Mary's Industrial School	1	
Working Boys' Home	2	
Junior Republic	2	
		2,171

Number of adult cases:		
Cruelly beating a minor child under 18 years	1	
Responsible for the delinquency of minor child	6	
Nonsupport of wife and children	276	
		283
Total number of cases for the year		2,454
Fines and forfeitures, juvenile cases		$2,301
Nonsupport cases:		
1. Committed to the workhouse		42
2. Received by clerk and paid to wives or other custodians for the support of families		$6,050.59
Total receipts for the year		$8,351.59

Depository, National Metropolitan Bank.

JOSEPH W. HARPER, *Clerk.*

Hon. WILLIAM H. DE LACY,
Judge of the Juvenile Court, District of Columbia.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 147.

CONVEYANCE TO UNITED STATES OF LANDS WITHIN FOREST RESERVES AND FAILURE TO OBTAIN PATENT TO LANDS SELECTED IN LIEU THEREOF.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

PURSUANT TO

SENATE RESOLUTION OF DECEMBER 18, 1907, STATING THAT CONRAD KOHRS IS THE ONLY PERSON WHO HAS FILED IN THE GENERAL LAND OFFICE SINCE FEBRUARY 26, 1907, PROOF OF HIS CONVEYANCE TO THE UNITED STATES, ETC., OF TITLE TO 440 ACRES OF LAND, ETC.

JANUARY 7, 1908.—Referred to the Committee on Public Lands and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
SECRETARY'S OFFICE,
Washington, D. C., December 23, 1907.

SIR: In response to the request of the Senate, contained in the resolution of December 18, 1907, for—

the names of persons, firms, and corporations who, since February twenty-sixth, nineteen hundred and seven, have filed in the Land Department proofs of their conveyance or relinquishment to the United States of lands within the limits of Government forest reserves, and who duly recorded the same in the proper county prior to the act of March third, nineteen hundred and five, and who had prior to said act failed to select other public lands in lieu of the lands so conveyed or relinquished, or who have failed, through no fault of their own, to obtain patents to lands selected by them in lieu of lands so conveyed or relinquished, as provided by the act of June fourth, eighteen hundred and ninety-seven, and who can not on account of said act of March third, nineteen hundred and five, make such selection, and also report the number of acres so conveyed or relinquished.

I have the honor to report that Conrad Kohrs is the only person who has filed in the General Land Office, since the date named in said Senate resolution, proof of his conveyance to the United States prior

to the passage of the act of March 3, 1905, of title to 440 acres of land, upon which no selection has been made under the act of June 4, 1897 (30 Stat. L., 36), and which can not now be used as a basis for selection under the said act of June 4, 1897, on account of the act of March 3, 1905, which repealed the exchange provision of the act of June 4, 1897, and acts amendatory.

Very respectfully, JAMES RUDOLPH GARFIELD,
Secretary.

The SECRETARY OF THE SENATE.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 148.

FINDINGS IN CASE OF CARTERS RUN BAPTIST CHURCH, FAUQUIER COUNTY, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF CARTERS RUN BAPTIST CHURCH, OF FAUQUIER COUNTY, VA., AGAINST THE UNITED STATES.

JANUARY 9, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 7, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11777. Trustees of Carters Run Baptist Church, of Fauquier County, Va., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the late civil war. On the 28th day of February, 1905, the United States Senate referred to the court the following bill:

"[S. 5921, Fifty-eighth Congress, third session.]

"A BILL For the relief of the trustees of Carters Run Baptist Church, of Fauquier County, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Carters Run Baptist Church, of Fauquier County, Virginia, the sum of one thousand five hundred dollars for use of and damage to their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 6th day of December, 1905, and filed their petition in which it is substantially averred:

That during the late war for the suppression of the rebellion, the military forces of the United States, under command of General Wilcox, took possession of the church building of Carters Run Baptist Church, of Fauquier County, Va., and removed the said building, appropriating the material to the use of the United States Army in building quarters.

That said building was about 40 by 50 feet, constructed of frame woodwork, in good repair, and reasonably worth the sum of $1,500 at the time of its removal, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 20th day of March, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by A. C. Campbell, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Carters Run Baptist Church, of Fauquier County, Va., as a church was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, for the use of the Army, took possession of the church property described in the petition, tore down the same, and used the material therein contained for the purpose of building quarters for the troops. The reasonable value of the church building at the time and place of destruction was the sum of nine hundred dollars ($900), no part of which appears to have been paid.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under the provisions of the Tucker Act, as hereinbefore mentioned, and no reason is given therefor.

BY THE COURT.

Filed April 1, 1907.
A true copy.
Test this 4th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 149.

FINDINGS IN CASE OF TRUSTEES OF MOUNT ZION OLD SCHOOL BAPTIST CHURCH, NEAR ALDIE, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF MOUNT ZION OLD SCHOOL BAPTIST CHURCH, NEAR ALDIE, LOUDOUN COUNTY, VA., AGAINST THE UNITED STATES.

JANUARY 9, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 7, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11790. Trustees of Mount Zion Old School Baptist Church, near Aldie, Loudoun County, Va., v. The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the late civil war. On the 28th day of February, 1905, the United States Senate referred to the court the following bill:

"[S. 6400, Fifty-eighth Congress, third session.]

"A BILL For the relief of the trustees of Mount Zion Old School Baptist Church, near Aldie, Loudoun County, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to the trustees of Mount Zion Old School Baptist Church, near Aldie, Loudoun County, Virginia, out of any money in the Treasury not otherwise appropriated, the sum of five hundred dollars, for use, damage, and partial destruction of their church property by the military forces of the United States during the war between the States."

The claimants appeared in this court December 6, 1905, and filed their petition, in which it is substantially averred—

That during the war for the suppression of the rebellion the military forces of the United States, by proper authority, took possession of the church building of Mount Zion Old School Baptist Church, of Aldie, Loudoun County, Va., and used and occupied the same for military purposes at various times during the years 1862 and 1863; that by reason of such occupancy repairs were necessary, and the cost to restore the building to the condition in which it was at the time the said military forces took possession was the sum of $500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 20th day of March, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by A. C. Campbell, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Mount Zion Old School Baptist Church, of Aldie, Va., as a church was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took possession of the church property described in the petition and used the same as a barracks and damaged the building. The reasonable rental value thereof, together with the damages in excess of ordinary wear and tear, was at the time and place the sum of two hundred and seventy-five dollars ($275.00), no part of which appears to have been paid.

III. The claim herein was never referred to any Department of the Government prior to its presentation to Congress and reference to this court under the provisions of the Tucker Act as hereinbefore mentioned, and no reason is given therefor.

BY THE COURT.

Filed April 1, 1907.
A true copy.
Test this 4th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 150.

FINDINGS IN CASE OF B. F. McGREW, ADMINISTRATOR OF GEORGE W. McGREW.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF B. F. McGREW, ADMINISTRATOR OF GEORGE W. McGREW, DECEASED, AGAINST THE UNITED STATES.

JANUARY 9, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 8, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12931. B. F. McGrew, administrator of estate of George W. McGrew, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for property alleged to have been taken by the military forces of the United States for the use of the Army during the late civil war.

On March 2, 1907, the United States Senate, by resolution, referred to the court the following bill:

"[S. 6337, Fifty-ninth Congress, first session.]

"A BILL For the relief of the estate of George W. McGrew, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the legal representatives of the estate of George W. McGrew, late of Giles County, Tennessee, the sum of eleven thousand five hundred and sixty-two dollars and fifty cents, for quartermaster stores and supplies taken from the said George W. McGrew by the military forces of the United States during the late civil war."

The claimant appeared and filed his petition in this court on the 22d day of March, 1907, in which he makes the following allegations:

That claimant is the administrator of George W. McGrew, who died intestate at his home in Giles County, Tenn., on the 26th day of August, 1905; that said George W. McGrew, during the war of the rebellion was loyal to the Government of the United States and never voluntarily gave any aid or comfort to the rebellion, and that during said war said George W. McGrew resided in Giles County, Tenn., where he was the owner of a large farm, whereon he had a large number of mules and horses and a large amount of corn, wheat, and hay; that during the month of November, 1863, the military forces of the United States, under command of Gen. W. T. Sherman, while en route to Chattanooga, Tenn., took from said George W. McGrew mules and horses of the value of $5,675, and that a detachment of said army, left in occupation of the country, while stationed at Prospect, Giles County, Tenn., took corn, wheat, and hay to the value of $5,887.50; that a claim for the property aforesaid was presented to the Quartermaster-General of the United States for payment and was disallowed by him for the reasons that it was not shown that the horses and mules were taken by proper authority and passed into the service and use of the Army, and because part of the claim was for commissary stores and supplies and not within his jurisdiction; and that no payment has ever been made therefor.

The case was brought to a hearing on the 12th day of December, 1907, on loyalty and merits.

F. Carter Pope, esq., appeared for the claimant and the Attorney-General, by Clark McKercher, esq., his assistant and under his direction, appeared for the defense and protection of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that George W. McGrew, deceased, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took from claimant's decedent in Giles County, Tenn., property of the kind and character described in the petition, which at the time and place of taking was reasonably worth the sum of seven thousand three hundred and fifteen dollars ($7,315), no part of which appears to have been paid.

III. The claim herein was presented to the Quartermaster-General in 1875 and by that officer disallowed August 24, 1878, because he was unable to certify to the justness of the same. Thereafter the same was referred to the court by resolution of the United States Senate as hereinbefore stated.

BY THE COURT.

Filed January 6, 1908.
A true copy:
Test this 7th day of January, A. D. 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 153.

ESTIMATE FOR NEW IMMIGRANT STATIONS AND BUILDINGS AT BOSTON, PHILADELPHIA, AND BALTIMORE.

LETTER

FROM

THE SECRETARY OF COMMERCE AND LABOR,

TRANSMITTING,

IN RESPONSE TO A SENATE RESOLUTION OF JANUARY 7, 1908, REQUESTING AN ESTIMATE OF THE COST OF CONSTRUCTION OF NEW IMMIGRANT STATIONS AND SUITABLE BUILDINGS IN CONNECTION THEREWITH AT THE PORTS OF BOSTON AND PHILADELPHIA, ETC.

JANUARY 13, 1908.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF COMMERCE AND LABOR,
OFFICE OF THE SECRETARY,
Washington, January 8, 1908.

SIR: I have the honor to acknowledge the receipt of Senate resolution dated January 7, 1908, requesting an estimate of the cost of construction of new immigrant stations and suitable buildings in connection therewith, at the ports of Boston and Philadelphia and also a report as to the advisability of securing new sites for immigrant stations at said ports and an estimate of the cost of such sites as I may deem most suitable.

In response thereto I desire to state that recommendation for appropriations to meet these objects is set forth in the annual estimates now pending before Congress, as follows:

For the establishment, upon a site to be ceded to or purchased by the Government for that purpose, under the terms of this act, of an immigration station for the port of * * * (Boston, Philadelphia, and Baltimore), including erection of the necessary buildings or improvement of structures already existing or suited to remodeling, which might be located upon the site selected, $250,000. (Estimates of appropriations, 1909, p. 360.)

The language of this measure is somewhat broad in its scope, for the reason that it may or may not be necessary to purchase land upon which to erect the proposed buildings and it is impracticable to nego-

tiate definitely for suitable sites unless funds are available wherewith to make the purchase.

I believe that the amount estimated for each of the ports indicated will be sufficient to enable the Department to acquire satisfactory property and make a substantial start upon the buildings which are ordinarily required to make an immigration station complete. If building sites are obtained without cost, or improved property is purchased, the sum specified in each instance may be ample to defray the cost of the complete stations.

It is believed that the conduct of the Immigration Service at the three ports under discussion will be materially improved if the business can be conducted in stations owned and controlled absolutely by the Government, and it was with this object in view that estimates were submitted as indicated.

Respectfully,

OSCAR S. STRAUS,
Secretary.

Hon. CHARLES G. BENNETT,
Secretary of the United States Senate, Washington, D. C.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 156.

MEMORIAL OF WASHINGTON LOAN AND TRUST COMPANY AS ADMINISTRATOR OF AARON VAN CAMP.

Mr. McCUMBER presented the following

MEMORIAL TO CONGRESS OF THE WASHINGTON LOAN AND TRUST COMPANY, AS THE ADMINISTRATOR OF THE ESTATE OF AARON VAN CAMP, DECEASED.

JANUARY 13, 1908.—Ordered to be printed.

Memorial to Congress of the Washington Loan and Trust Company, as the administrator of the estate of Aaron Van Camp, deceased.

Your memorialist respectfully states that it was duly appointed by the supreme court of the District of Columbia, and is now acting as the administrator of said estate; that the claim of said estate, coupled with the claim of the representatives of the estate of Virginius P. Chapin, who was a partner of said Van Camp, was duly presented to the Court of Claims under an act of Congress approved February 3, 1903, and the facts found by said court on the 11th day of January, 1904, the case being numbered 23193. The court found, in substance, that by reason of the wrongful acts of the consular agent of the United States at the Navigator Islands, one Jonathan S. Jenkins, the parties herein named (Van Camp and Chapin) were despoiled of their property to the extent of $60,100. Of this amount, the estate represented by your memorialist would be duly entitled to $38,750. A bill has been introduced and is now pending in the Senate for the relief of these two estates, to wit, Senate bill 391.

The object of your memorialist herein is to respectfully ask favorable action, and to that end submits the following statement:

This claim originated at Apia, Navigator Islands, in the year 1856, by reason of the alleged wrongful and unlawful acts of Jonathan S. Jenkins, consular agent of the United States at that place.

Said Jenkins wrongfully and unlawfully, in his official capacity, in the name of the United States and under printed forms of law, organized and established a so-called "consular court" at Apia. Said unlawful "consular court" was created and established with the foreknowledge, tacit consent, and sanction of the State Department (Secretary Marcy), under the act of Congress approved August 11, 1848, which gives extraterritorial jurisdiction to United States consuls in China and the Ottoman Port, by means of which said Jenkins, as commercial agent of the United States and presiding judge of the so-called "consular court," caused the loss and damage

to claimants as shown by the eleventh and thirteenth findings of fact by the Court of Claims in this case.

The claimants were both ex-officers of the United States, men of good character and worthy citizens, as appears from the findings of the Court of Claims and the official report on this subject made in the year 1856 by Commodore William Mervine, U. S. Navy, at the request of the proper Department.

Owing to the location, surroundings, and situation of the parties, they were absolutely helpless as to means to protect themselves against the wrongful acts of said consular agent and his unlawful "court." The consular agent acted in the name of the United States. Neither the local authorities nor the representatives of foreign governments would interfere to protect a citizen of the United States under such circumstances, especially when they had the right to assume that the United States officer at Apia was acting within his legal authority. To reach the United States and seek protection therein in time to restrain and prevent the wrongful acts being done by Agent Jenkins was not possible. At that time (1856) no steam vessels ran to said islands, and sailing vessels would take six months time to reach San Francisco, the nearest port in the United States. Consequently the claimants and their property were absolutely at the mercy of the agent of the United States and his so-called "United States consular court." But this illegal tribunal was established with the knowledge and tacit consent of the State Department. Notice was given the Secretary of State that it was to be created. Jenkins was also advised by the United States district attorney for the district of California (Mr. Inge) that he was authorized to establish such a court. All this will appear in the eleventh finding of fact by said Court of Claims.

As soon as possible after being thus despoiled of their property claimants returned to their country to seek redress. Soon after their return they applied to the State Department, that had sanctioned, by its silence, the exercise of the illegal authority exercised by the consular agent. They were advised that they must first exhaust their remedy in the courts before they applied to the Government to reimburse them for said losses. Upon this advice claimants instituted suit against said Jenkins in the proper court in the District of Columbia, and upon trial judgment was rendered, upon the verdict of a jury, against said Jenkins for the aggregate sum of $126,637. Execution was issued and returned "wholly unsatisfied." Thereupon claimants again applied to the State Department for relief, and were advised to apply to Congress. Again, acting upon the advice of the Department, they memorialized Congress for redress. Upon a full investigation by the Committee on Claims in the Twenty-fifth Congress (1859), while the facts were comparatively fresh, they reported favorably, recommending Congress to pay the amount as fixed by the circuit court in said District. No further action was taken by that Congress. In the Thirty-sixth Congress (1860) favorable reports were made by both Senate and House committees, but no further action was taken. Then came the civil war, and the claim remained dormant until 1866, with no definite action until 1886, when a committee of Congress sent the matter to the Court of Claims under the act of March 3, 1883.

The further history of the claim is fully set forth in Senate Report No. 1307, made by Senator Warren, from the Committee on Claims,

at the second session Fifty-fifth Congress. The following is an extract from said report:

Your committee have examined into the history of said claim since the acts complained of occurred and find that the claimants petitioned Congress for redress, and at the second session Thirty-fifth Congress the Hon. Miles Taylor, from the Committee (H. R.) on Claims, made a favorable (No. 212) report, recommending that the Government of the United States pay the amount of said losses. No further action was taken during said Congress.

At the first session Thirty-sixth Congress Mr. Ely, from the Committee on Claims, on May 25, 1860, made House Report No. 569, recommending that the United States Government pay said losses, and on March 21, 1860, at the first session Thirty-sixth Congress Mr. Iverson made Senate Report No. 148, recommending that the United States pay said losses.

Your committee have not discovered any further action on the part of Congress until about June, 1886, when the Committee on Claims (H. R.) ordered the petition of said claimants to be transferred to the Court of Claims under the act of March 3, 1883; said petitioners claimed that they had suffered a loss of over $126,000 by reason of the acts of the officers of the United States. Upon a hearing before the Court of Claims the aggregated loss was fixed by said court at $60,100, but they did not pass upon the liability of the Government because of the want of jurisdiction.

Upon hearing the case, the court certified its findings of fact to the House of Representatives on January 18, 1891 (see Misc. Doc. No. 81), but no action was taken by Congress.

The claimants have been continuously before Congress since it was so certified until last year, when, by act of Congress approved February 6, 1903, Congress again sent it to the Court of Claims, giving it both law and equity jurisdiction.

Under this act the court, on January 11, 1904 (Court Calendar No. 23193), decided the case by dismissing the petition. They again found the facts and fixed the losses sustained by claimants to be the same, to wit, $60,100, as found in their former decision, and now named in the bill under consideration. The court in deciding the case refused to exercise the "equity" jurisdiction conferred upon them by said act. They gave as a reason for finding the less amount, to wit, $60,100, as the loss sustained, instead of the amount fixed in the District of Columbia, the following:

That much of the evidence relied upon by the claimants to prove the loss and value of the property consists of ex parte affidavits, letters, and documents which are not legally competent.

It appears that some of the witnesses sworn in the circuit court of the said District of Columbia, which fixed the loss at $126,637, were dead, or could not be produced in the Court of Claims more than twenty years afterwards. Consequently claimant had to rely to an extent upon the "ex parte affidavits, letters, and documents" that had been taken and brought from the Navigator Islands, all of which the court ignored. Claimants acquiesced in the reduction because of the situation. This claim, in one sense, is one resting upon strong equities. The United States, by its silence and nonaction, not only allowed its own officer to do the wrongful acts, but by the acts of its said officers, so far as possible, confirmed and ratified said wrongdoing, and benefited thereby to the extent of allowing said Jenkins in his final settlement with the Government to charge himself with and retain $530.96 of the money wrongfully wrung from claimants. This will appear in the thirteenth finding of fact made by the court. The United States appointed an agent and placed him in the position, with knowledge of the intended exercise of authority not justified by law. While the act of Congress approved February 6, 1903, gave the court both "law" and "equity" jurisdiction, it

found that the legal rules governing it, both as to law and equity, forbade it from taking jurisdiction and rendering judgment upon its clear findings of facts. But at the same time the court indicates the moral obligations of the United States in the premises and refers the claimants, in the following words, to Congress for relief:

> If by the provisions it is intended that the court shall pass upon the ethical question whether the United States should assume responsibility for the acts of one of their officers in a distant region of the earth of a most flagitious character whereby citizens of the United States suffered great wrongs and injury, it must be answered that courts are not established to determine ethical questions, and that such a question as this one presents is not one for judicial determination, but one for the exercise of legislative discretion.

Consequently, for the third time, claimants are referred to Congress.

The claimants, nearly fifty years ago, sustained damage, as evidenced by the judgment of record in the court in the District of Columbia, of $126,637. Doctor Van Camp, all his life, was a resident of the District of Columbia. Mr. Chapin resided in Virginia—that part now known as West Virginia. Both are dead. They spent nearly half a century, and, it is claimed, about all of their yearly income in and about their efforts to collect this claim, and the heirs have taken up the burden and only ask the amount $60,000, twice found by the Court of Claims, as the sum to be paid by somebody, it being less than half of the judgment as above set forth, rendered soon after the injurious acts were committed. If this $60,000 had been invested at an interest of only 3 per cent, the interest alone (without compounding it) for fifty years would be $90,000. Two lives and two fortunes have been wasted—lost—by reason of the nonaction and silence of the United States Government. The Court of Claims declares:

> The nonresponse (to Jenkins's letter) of the Secretary * * * shows a very lax administration on the part of the State Department, incompatible with good government and an honest administration in the consular office.

Yet the court holds that although the Department "showed a very lax administration incompatible with good government and an honest administration in the consular office" * * * it does "not imply a sanction of the abuses which the consular officer perpetrated." Was not this "lax administration" and "incompatible with good government and an honest administration of the consular office" responsible for all the wrongdoing of the consul in the premises; the loss and damage sustained by the claimants by reason of the said acts? It certainly would not have occurred if the State Department had discharged its duty.

The consul was advised by Mr. Inge, the United States district attorney, and then wrote to the Secretary of State, and thus informed the Government of what he intended to do on his arrival at Apia and of what he had been advised by the district attorney. He was neither advised nor instructed by the Department, hence was warranted in concluding that he had the authority which he so ruthlessly exercised. Certainly if the spoliation complained of had been committed by the officers of a foreign power, our Government would have immediately demanded and secured full recompense to the injured parties. It would not have been allowed as any defense that the officer committing the wrongs under forms of law was acting outside of his legal authority. The United States would have said to England

or Germany "that is a matter for you to settle with your own official, but we must have full restitution to our injured citizen." Equally, if Jenkins had despoiled a German or British subject in a similar way, the United States would have been called upon to make it right and would have speedily responded. Is our moral obligation to our own citizens less when they are wronged by our own agents? The impoverished claimants have now exhausted every means possible of recovery outside of Congress. The court has clearly stated their wrongs and ethical rights, and indicated where alone the remedy can be found.

There has been nothing in the practice of the Government which is at all inconsistent with the views to which we have just given expression, while, on the other hand, there has been much in its previous action which seems to indicate a distinct recognition of their correctness. Without attempting to enumerate all the many acts in which Congress has paid for the damages sustained by our citizens and the citizens of foreign governments by reason of the negligence or wrongful acts of the officers of the United States, we will call attention to a few in which the action of Congress shows the obligation to grant relief. The act entitled "An act to provide for the settlement of the claim of Mary O'Sullivan (6 Stat. L., 679), approved July 2, 1836," is a case in point.

In that case the facts are briefly these: A person by the name of O'Sullivan purchased an American brig in one of the South American ports and took a bill of sale of her, and possession, in pursuance of it, was delivered to him; but as it appeared that the vessel had been registered at Baltimore as owned and commanded by one Furlong, and had been long absent from the United States, O'Sullivan deposited the purchase money on board the U. S. S. *Franklin*, and by contract made the payment depend on a future approbation of a commercial house in New York with which O'Sullivan was connected. Being, however, in possession of the vessel, O'Sullivan caused her to be repaired and refitted, and placing a new commander on board he directed her to Rio de Janeiro, and from thence to Buenos Aires to take a cargo of hides to proceed to Cadiz.

Pursuant to these directions, the brig sailed for and arrived at Buenos Ayres. On her arrival there she was seized by the commercial agent of the United States, and the master and supercargo were required to give bond that she should immediately and by the most direct route proceed to the United States. These officers resisted the demand of the agent as far as practicable, and endeavored to procure such a modification of the bond required as would enable her to proceed on the voyage to Cadiz. These attempts were unavailing. Mr. Forbes remained inflexible, and the vessel was ordered home by the most direct route, and the greater part of the cargo of hides which had been purchased were resold. The agent of the United States retained the register and forwarded it, together with his charges against the brig, to the Secretary of the Treasury by another vessel. No proceedings, however, were had upon them on the part of the Government, and the brig, after remaining for some time in the port of New York, was libeled for seamen's wages and on a contract of bottomry and sold. In the meantime O'Sullivan, the owner of the brig, had proceeded to Cadiz to await her arrival with cargo ordered to be shipped by him, and after having been detained there for some months in vain awaiting her arrival,

he returned to the United States; and it was to make compensation for the losses incurred by him in consequence of the breaking up of the contemplated voyage of his brig through the action of the commercial agent that the act for the relief of Mary O'Sullivan, just mentioned, was passed.

It is obvious from the circumstances of this case that it necessarily implies a complete recognition of the views before expressed by us as to the principle which should govern in deciding upon questions of this nature, and that if there be any difference between the two cases that difference is altogether in favor of the one before us, as the illegal acts complained of by the claimants were all perpetrated in a distant island, where the population were almost in a state of nature, whilst the others all transpired within the limits of a well-known government.

The case of St. Louis and M. V. Transfer Co. *v.* United States, reported in 184 U. S., 247, involved both negligence and wrongful acts of the officers of the United States. In this case the court held that the United States was liable for the negligence and wrongful acts of its officers, and gave claimants judgment. In the opinion of the court (by Justice Shiras) we find the following:

> It (the Court of Claims) in effect, and indeed in terms, found that the loss of the three barges occurred by collision with Government vessels, and was occasioned by negligence of the United States officers in command of the vessels. Judgment was rendered against the United States for the sum of $19,800.85, which amount the Fifty-seventh Congress appropriated, and the same was paid. By act approved June 7, 1902, Congress authorized the Court of Claims, if the facts justified it, to enter judgment against the United States and in favor of Thierman & Frost, of Concordia, Ky., if they found that the seizure and sale by the revenue officers of the United States of the distillery property of said parties was unlawful.

By act approved January 24, 1903, Congress appropriated $5,683 in full payment for the wrongful and unlawful acts of the United States officers in arresting and seizing the property of Frank A Darling at the city of New Orleans.

By act approved January 31, 1903, Congress appropriated $40 to repay J. V. Worley, of Hardin County, Tenn., in full for money wrongfully collected by the United States marshal.

By act approved February 28, 1903, Congress appropriated $5,000 to the executor of the estate of James P. Willett, deceased, who lost his life by reason of the wrongful act and negligence of the employees of the Post-Office Department in the District of Columbia.

By act approved February 28, 1903, Congress appropriated $1,951 "to pay the damages inflicted upon George A. Rogers, a contractor with the United States Government, while drilling in New York Harbor, said damages being caused by the unwarranted and illegal acts of the officers in charge of the United States torpedo boats."

Christopher Schmidt, a German subject, was paid (30 Stat. L., 106) $3,000 for injuries received from a stray bullet fired by United States soldiers while at target practice at Fort Snelling, Minn.

As to the injury to both person and property we call attention to the following, viz:

In the first session of the Fifty-fifth Congress, in compliance with a Senate resolution, President McKinley in a message (Mis. Doc. No. 17) gives a long list of the instances in which Congress had paid both individuals and foreign governments for injury and damages to persons and property sustained by reason of the neglect and wrongful acts of officers and citizens of the United States.

The findings of fact herein referred to are given consecutively:

V.

Pursuant to the foregoing orders and decrees all the property belonging to the said Aaron Van Camp individually was sold, and all of the property of V. P. Chapin & Co., at a great sacrifice. The value of this property is alleged by the claimant to have been as follows:

AARON VAN CAMP.

Two lots, with the buildings and other improvements thereon	$16,000
Furniture and library in residence and outhouses (as enumerated by L. D. Haskins and V. P. Chapin)	4,000
Collection of shells and natural curiosities	10,000
Lot of medicines, medical books, and surgical instruments	500
One milch cow	100
One consular gig, with masts, sails, and oars, complete	300
Total of Van Camp's property	30,000

V. P. CHAPIN & CO.

Property taken and sold from on board the schooner *Eudorus*	$21,942
Stocks of goods in their store	15,000
Goods, wares, and other articles in the warehouses and on the premises of V. P. C. & Co., at Tutuila, Pennryhn Islands, and other places, including a sloop and other boats	29,192
550 gallons sperm oil, from the cargo of the *Rambler*	1,650
Account of charges for cooperage, lighterage, storage, etc., on oil from the *Rambler*	15,000
Total of property of V. P. Chapin & Co. (Rec., pp. 31, 67, 68, 72, 86, 92.)	82,784
56 casks of sperm and whale oil, 200 barrels of which was whale oil	40,000
63,000 pounds of whalebone, at 50 cents	3,150
	43,150
Less charges of V. P. Chapin & Co. for storage, cooperage, lighterage, etc	28,150

VI.

But the court finds that much of the evidence relied upon by the claimants to prove the loss and value of the property above described consists of ex parte affidavits, letters, and documents, which are not legally competent, and must be excluded from the consideration of the court. After excluding such incompetent evidence the court finds the value of the property taken under the proceedings set forth in Finding IV, as follows:

Individual property of Aaron Van Camp	$17,400
Property of V. P. Chapin & Co	38,700
Lien of Chapin & Co. on property of the *Rambler*	4,000
	60,100

XI.

It appears from certain documents to be found in the record that as soon as the said Jenkins received his commission as consular agent, and before leaving San Francisco for the post of duty, he made known to the United States district attorney for the district of California and to the Secretary of State the fact that he considered himself clothed with extraordinary powers. In a letter to the district attorney, written at San Francisco, and dated 18th of February, 1856, he calls attention to the act of Congress of the 11th of August, 1848, for carrying into effect certain provisions in relation to the right of extraterritorial jurisdiction of United States consuls contained in the respective treaties between the United States and China, and the United States and the Ottoman Porte, and requests to be advised whether in his position as United States consul at Apia in the Navigators' Islands, he shall be justified in applying the provisions of the said act to the fullest extent to the territory within the limits of his consulate. In a letter written at San Francisco, dated 20th of February, 1856, and addressed to Hon. William L. Marcy, Secretary of State, he says:

"I beg to draw your attention to the inclosed copy of a communication addressed by me to the United States district attorney for the district of California, wherein I beg to be advised as to the bearing of the act of Congress of 11th of August, 1848, relating to extraterritorial jurisdiction of United States consuls in China and Turkey, as regards the territories included in the limits of my consulate. Mr. Inge, during a personal interview, told me that there was no question but that the act alluded to included my position in its application, and that a written opinion from him on the matter would be supererogatory. Under these circumstances I shall have no hesitation in acting in accordance with Mr. Inge's opinion, so expressed, until I receive direct instructions on the point from the Department of State."

Neither the said district attorney (Mr. Inge) nor the Secretary of State responded to the said letters of February 18 and 20, 1856.

XII.

The report of the Treasury Department bearing date January 21, 1890, shows that in the settlement of his account as consul the said Jenkins charges himself on the 30th of September, 1856, with $530.96 cash received from the clerk of the consular court, "being the balance of the estate of Aaron Van Camp." It also appears from said report that by the advice of the Department of State and by the action of the Treasury Department the sum of $621.23 was paid to Aaron Van Camp on the 17th of December, 1859, and on May 12, 1860, the further sum of $262.25 was paid to him. And, so far as disclosed, no other restitution has been made to said Van Camp or his estate, and none whatever has been made to said Chapin or his estate.

XIII.

From the facts as here found the court finds that, if the claimants are entitled to recover, there is due to the estate of Aaron Van Camp from the defendants the sum of thirty-eight thousand seven hundred and fifty dollars ($38,750) and similarly due the estate of Virginius P. Chapin the sum of twenty-one thousand three hundred and fifty dollars ($21,350).

The memorial of Van Camp and Chapin, now on file in the Court of Claims, addressed to Congress in the year 1857, shows that Jenkins, the United States consul, claimed that he had paid out a large portion of the money he had received from the Van Camp and Chapin property for salaries of the judges and officers of his so-called consular court, and other expenses connected with his proceedings, and the only other statement we can find as to what he did with the money is contained in the twelfth finding of fact of the Court of Claims, and the report of Commodore William Mervine, U. S. Navy, to which report he made an affidavit, dated December 24, 1857, which is attached to and made a part of the memorial. In said affidavit appears the following:

I met Jenkins at Panama in the early part of this year (1857) while on his way to Washngton from Apia, when he told me of his acts in regard to Mr. Van Camp's property, and he then stated that he had $5,000 in his possession belonging to Mr. Van Camp which he, Van Camp, would never get.

The twelfth finding of fact by the court shows that Jenkins was allowed by the Department, upon settling his accounts, to retain $530.96 which Jenkins said he charged to himself. Independent of the $530.96 he turned over to the State Department $883.48.

Van Camp in his affidavit dated November 5, 1857, and printed in his memorial to Congress, and now on file in the Court of Claims, states among other things (p. 4) as follows:

Jonathan S. Jenkins, the late United States consul, who perpetrated these wrongs, as near as I can find out has squandered the proceeds and is a bankrupt; and his bonds were given to secure the Government and individuals.

THE WASHINGTON LOAN AND TRUST COMPANY,
By JNO. JOY EDSON, *President*,
Administrator Estate Aaron Van Camp.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 157.

LETTER RELATING TO NEW SYSTEM OF TAXING ESTATES IN PROBATE COURT OF DISTRICT OF COLUMBIA.

Mr. GALLINGER presented the following

LETTER FROM MR. JAMES TANNER, CLERK OF PROBATE COURT, RELATING TO A NEW SYSTEM OF TAXING ESTATES.

JANUARY 13, 1908.—Ordered to be printed.

OFFICE OF REGISTER OF WILLS,
Washington, D. C., January 10, 1908.

MY DEAR SIR: Attorneys and others whose professional or business interests have brought them into much contact with the probate court of the District of Columbia have long criticised the fees charged for services in some estates upon which administration has been granted therein, as, in their opinion, excessive and unreasonable; while it is patent at a glance that in other cases the fees are equally unreasonable on account of the small sums derived from the larger estates.

Because of the continued protests and objections that have been voiced from time to time against the present fee bill, and that the office of the register of wills has observed a great number of cases in which the fees charged seemed disproportionate to the amount of property involved and otherwise generally inequitable, a new system of taxing estates has been devised, which is presented herewith, together with some comparison between the old and the new, by way of argument in support of the latter.

As a result of the extensive examination of the office records and compilation of statistics necessary for the perfection of a system that should adequately provide for the administration of this office and at the same time provide for a more nearly proportionate distribution of administration fees, some very interesting and pertinent examples have been noted. From six hundred administration cases selected from the office files in such manner as to make the average obtained therefrom as accurate representation of the whole as possible, the following appear:

The total value of the estates of $10,000, or less, among these cases, aggregated $1,050,515.24. These estates paid in fees to this office the sum of $9,795.02, which amount was 54.95 per cent of the total fees received from the 600 cases. The estates, numbering 155,

amounting in value to over $10,000 each, aggregated $13,746,217.14. These estates paid the other 45.05 per cent of the total fees, or $8,029.69. In other words, estates amounting to 92.36 per cent of the total value represented in these 600 cases paid only 45 per cent of the fees, leaving the smaller estates, whose values amounted to only 7.64 per cent of the total, to bear the burden of the other 55 per cent of fees. There can be no question about the injustice of a system that will produce these figures; but they are obtained from a general average, and by no means represent the inequality as to individual estates.

I select a few representative cases out of a large number of individual estates, which show to a marked degree the comparative discrepancy in fees as charged under existing law.

Case No.	Value of estate.	Fees under present system.
11657	$862.51	$44.19
12299	1,220.07	50.25
11680	1,232.67	55.40
11599	1,750.00	56.23
12477	1,571.13	82.01
12353	3,137.83	100.05
Total (6 cases)	9,774.21	388.13
13211 (general bond)	46,875.00	15.00
12310 (special bond)	92,953.86	22.60
13174 (special bond)	138,705.00	15.00
11591 (special bond)	219,332.00	15.00
13216 (special bond)	875,517.71	12.81
13101 (general bond)	1,673,820.89	141.44
Total (6 cases)	3,047,204.46	221.85

These figures can not by any possibility be considered as reflecting upon the administration of the office. The fees both in the smaller and larger estates were charged for services actually and necessarily performed, and charges were made for all services rendered in each case.

What the proposed system seeks to do is to prevent the possibility of such disparity between the principal sums involved and the fees charged; to equalize the burden so as to relieve the smaller estates from carrying the administrative cost of the larger ones, and make each more nearly pay its own share. A small estate may have all the services performed as under the present system at a charge that will be in proportion to the value of the estate, while a larger estate will pay more nearly in proportion to the amount of property involved.

It will be readily seen from the above figures that a plan of taxation of fees based on a percentage calculation upon the relative values of estates would relieve the smaller estates from paying an unjust proportion of the court fees, without more seriously affecting the larger estates than merely to reverse the conditions quoted.

Such a system has been devised and is embodied in the accompanying bill. Under it the highest percentage paid would be but 2½ per cent (as against fees of nearly 10 per cent in some cases under the present system), and this would be only in estates exceeding $200 in value. From that figure the percentage rate rapidly diminishes until in estates aggregating in the neighborhood of $100,000

a fraction over one-fifth of 1 per cent would be paid. In estates of larger amounts the rate would be still lower, amounting to practically one-tenth of 1 per cent in an estate valued at $1,000,000.

Under the provisions of the proposed bill the register of wills is required to furnish, free of charge, on request, to the executor, administrator, collector, or guardain, the following copies: Five of letters, three of wills, one inventory of money and debts due deceased, one inventory of appraised personal estate, one of all petitions, two of all orders of court, and one of all accounts. All other papers and all extra services to be furnished at the rates now provided by section 1111 of the Code.

The advantages of such a system are many:

First and foremost, it relieves the smaller estates from the necessity of paying the fees of the office to an amount out of all proportion to the total values of the property represented by them.

Secondly, it enables the office to receive a proportionate amount of revenue from the larger "special-bond" estates, which, relieved from the necessity of complying with the requirements of the law in general-bond cases, have a correspondingly less amount of proceedings in this court, thus reducing the fees, as in a majority of cases in the past, to from $10 to $25. The great advantage of a special bond will, however, still remain; i. e., relief from the inconvenience and trouble of rendering accounts, filing vouchers, etc.

Thirdly, the burden of maintaining the office will be thrown more equitably from the smaller estates upon the larger ones, as should be, without, however, doing injustice to the latter. It certainly is not so great a hardship upon an estate of $100,000 to pay $210 under the proposed system as for an estate of a little over $3,000, under the present system, to pay fees aggregating over $100.

Let me compare the figures that would replace those given above with charges if made under the proposed system.

In place of the 92.36 per cent of total property represented by the estates paying only 45 per cent of total fees under the proposed system of taxation they would pay 76 per cent, while the estates of less than $10,000, involving only 7.64 per cent of total property, would pay 24 per cent of total fees.

Of the particular cases quoted above, case 11657, valued at $862.51, which paid $44.19 in fees, would have paid only $10 under the proposed system; while case 13216, valued at $875,517.71, which paid only $12.81, would have paid $985.51 in fees under the proposed system. Case 12353, valued at $3,137.83, taxed $100.05 under the present system, would have paid only $30 under the proposed system; while case 13101, involving over $1,600,000, which paid only $141.44 in fees, would have been taxed a little over $1,700.

Such proposed apportioning of fees would not only be more equitable toward the smaller estates, but fair to the larger ones.

Another advantage which may briefly be touched upon is the comparative relief which will be afforded to the guardianship cases from the present excessive fees charged against them. Owing to the necessity of rendering successive yearly accounts, the fees charged by this office for services rendered guardianship cases under section 1111 of the Code are invariably more than they would be in administration cases of very much larger values, while, by their

very nature, the values of the estates are very much lower than the majority of administration cases; and the beneficiaries of the classes—minors, incompetents, etc.—least able to bear the burden of making up for the losses occasioned by too small fees in the larger estates.

This office hopes, in the proposed schedule, to offset the loss which will be sustained in the fees derived from guardianship cases and upon administration cases involving less than $10,000 in value, by the increased fees to be charged against special-bond and larger administration cases.

Respectfully requesting that you give this measure your careful consideration, and, it is hoped, your approval,

I am, with great respect,

JAMES TANNER,
Register of Wills, Clerk of Probate Court.

Hon. J. H. GALLINGER,
Chairman Senate Committee on the District of Columbia.

O

60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 158.

FINDINGS IN CASE OF CHRISTIAN CHURCH, ATLANTA, GA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE CHRISTIAN CHURCH OF ATLANTA, GA., AGAINST THE UNITED STATES.

JANUARY 13, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 11, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12480. Christian Church of Atlanta, Ga., *v.* United States.]

STATEMENT OF CASE.

The following bill was referred to this court on the 13th day of June, 1906, by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act, which is as follows:

"[S. 4920, Fifty-ninth Congress, first session.]

"A BILL For the relief of the Christian Church of Atlanta, Georgia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the Christian Church congregation of Atlanta, Georgia, the sum of three thousand dollars, in full compensation for the destruction of the church building by the Federal forces during the late war of the rebellion."

The claimant appeared and filed its petition in this court on September 12, 1907, in which it makes the following allegations:

That in July, 1864, petitioner was the owner of a church building situated on Decatur street, near Lloyd street, in the city of Atlanta, Ga., then of the value of $3,000, and that during said month the United States troops, under command of Gen. William T. Sherman, entirely destroyed said church building; that the petitioner, by reason of the establishment of other churches of the same denomination in Atlanta, is now

known as the First Christian Church of Atlanta, Ga., and is in all things the successor to and the owner of all rights, title, and interest whatsoever formerly belonging to the said Christian Church at Atlanta, Ga.

The case was brought to a hearing on loyalty and merits on December 11, 1907.

William H. Robeson, esq., appeared for the claimant, and the Attorney-General, by W. H. Lamar, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Christian Church of Atlanta, Ga. (of which the First Christian Church of Atlanta, Ga., is the successor), as a church was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, under command of General Sherman, took possession of the city of Atlanta, Ga., and partially destroyed the same by fire as an act of war. Among the buildings so destroyed was the claimant church herein, which at the time of its destruction was reasonably worth the sum of fifteen hundred and twenty-five dollars ($1,525), no part of which appears to have been paid

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 8, 1908.
A true copy.
Test this 10th day of January, A. D. 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 159.

FINDINGS IN CASE OF TRUSTEES OF CUMBERLAND PRESBYTERIAN CHURCH OF WAVERLY, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE CUMBERLAND PRESBYTERIAN CHURCH OF WAVERLY, TENN., AGAINST THE UNITED STATES.

JANUARY 13, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 9, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

Court of Claims. Congressional case No. 12487. Trustees of the Cumberland Presbyterian Church of Waverly, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a church building by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 3962, Fifty-ninth Congress, first session.]

"A BILL For the relief of the Cumberland Presbyterian Church, at Waverly, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Cumberland Presbyterian Church of Waverly, Humphreys County, Tennessee, the sum of two thousand five hundred dollars, in full payment for the use and occupation and for damages done to said church property by the Federal soldiers during the late civil war."

The claimants appeared in this court on the 27th day of December, 1906, and filed their petition, in which it is substantially averred:

That during the late war for the suppression of the rebellion, and on or about September, 1863, the military forces of the United States, under command of Col. J. B. Dorr, of the Eighth Iowa Cavalry, took possession of the church building of the Cumberland Presbyterian Church, of Waverly, Tenn., and used and occupied the same

for military purposes. That thereafter various other commands of the United States Army used and occupied the said building, the same being almost continuously occupied from the fall of 1863 until the spring of 1865.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $2,500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 11th day of December, 1907.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. H. Lamar, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Cumberland Presbyterian Church, of Waverly, Tenn., as an organization was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, took possession of the church property of the Cumberland Presbyterian Church, of Waverly, Tenn., and occupied and used the same for quarters for the housing of troops and for other purposes. The reasonable rental value of said property during said period of occupancy, together with the damages in excess of the ordinary wear and tear, was then and there the sum of one thousand and forty dollars ($1,040). No payment appears to have been made therefor.

III. Said claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed, or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

By the Court.

Filed January 6, 1908.
A true copy.
Test this 9th day of January, 1908.
[SEAL.]

John Randolph,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 160.

FINDINGS IN CASE OF TRUSTEES OF CHRISTIAN CHURCH OF HARRISONVILLE, MO.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE CHRISTIAN CHURCH OF HARRISONVILLE, MO., AGAINST THE UNITED STATES.

JANUARY 13, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 9, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 12514. Trustees of the Christian Church of Harrisonville, Mo., v. The United States.]

STATEMENT OF CASE.

This is a claim for damage to a church building resulting from the occupation of the same by the military forces of the United States during the late civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 3305, Fifty-ninth Congress, first session.]

"A BILL For the relief of the trustees of the Christian Church of Harrisonville, Missouri.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Christian Church of Harrisonville, Missouri, the sum of one thousand two hundred dollars, for use of and damage to their church property by the military forces of the United States during the late civil war."

The claimants appeared in this court on the 13th day of April, 1907, and filed their petition, in which it is substantially averred:

That during the fall of 1863 the military forces of the United States, under command of Colonel Nungent, took possession of the church building of the Christian Church of Harrisonville, Mo., and the said military forces of the United States continued to use and occupy said building until the summer of 1865.

That by reason of such occupancy the building was very much damaged, the windows, doors, floor, walls—plastering and weatherboarding—being either wholly or partially destroyed, and the pews, pulpit, furniture, and fixtures being entirely destroyed. That the cost to restore said building to the condition in which it was at the time the said military forces took possession was the sum of $1,200, no part of which has ever been paid.

The case was brought to a hearing on loyalty and merits on the 12th day of December, 1907.

G. W. Hott, esq., appeared for the claimants, and the Attorney-General, by Clark McKercher, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Christian Church of Harrisonville, Mo., as an organization was loyal to the Government of the United States throughout the late civil war.

II. During the late civil war the military forces of the United States took possession of the church property described in the petition and used and occupied the same for hospital and other purposes for a period of about two years, for which they were paid $720 rental. At the time they presented their claim for rental to the Quartermaster-General they included a claim for damages resulting from such use and occupation in the sum of $1,200, which latter was rejected by the Quartermaster-General as not being within his jurisdiction.

The claim now referred is solely for damages to the church building during said occupancy, for which period rental was paid as aforesaid, and the evidence shows that the building so used and occupied was damaged, in excess of ordinary wear and tear, to the extent of six hundred and fifty dollars ($650), for which no payment appears to have been made.

III. Other than the presentation of the claim herein along with the one for rent, as set forth in the preceding finding, no effort was made to collect the same after its rejection by the Quartermaster-General, as therein stated, until its presentation to Congress and reference to this court under the bill set forth in the statement aforesaid, nor is any reason given for such delay.

BY THE COURT.

Filed January 6, 1908.
A true copy.
Test this 9th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 161.

FINDINGS IN CASE OF METHODIST EPISCOPAL CHURCH SOUTH, OF CHARLESTON, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF CHARLESTON, TENN., AGAINST THE UNITED STATES.

JANUARY 15, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 14, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12938. Methodist Episcopal Church South, of Charleston, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation alleged to have been furnished to the military forces of the United States during the civil war. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 6479, Fifty-ninth Congress, first session.]

"A BILL For the relief of the Methodist Episcopal Church, South of Charleston, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the Methodist Episcopal Church South, of Charleston, Tennessee, the sum of two thousand five hundred and ten dollars, in full compensation for the property of said church taken, occupied, used, damaged, and consumed by United States military forces during the civil war."

The said church appeared in this court March 21, 1907, and filed its petition, in which it substantially averred that during the civil war the military authorities of the United States took posession of the building and grounds of the claimant and used and

occupied the same for various military purposes for a long period of time; that said property consisted of a well-constructed brick church building, about 60 feet by 35 feet in dimensions, with a tower; that the United States troops occupied it for housing commissary stores, and to some extent for barracks, from December, 1863, to about May, 1865; that they tore out the inside layer of brick for use in constructing camp chimneys, etc., and piled salt meat against the brick wall, thus soaking the wall with grease and oil so as to destroy the mortar, causing the wall to crack and become so unsafe that the entire building, as a result of this usage, had to be torn down; also the seats, pulpit, windows, shutters, and fence were destroyed as a result of said occupation; that the reasonable rental value of said property during the time it was so occupied, including the repairs necessary to restore said property to as good condition as it was before such occupation, was the sum of $2,510, for which no payment has been made; that evidence in support of this claim was sent to Washington years ago without result; that the claimant has at all times borne true allegiance to the Government of the United States, and has not in any way aided, abetted, or given encouragement to rebellion against the Government.

The case was brought to a hearing on loyalty and merits on the 11th day of December, 1907.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by George F. Boren, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Methodist Episcopal Church South, of Charleston, Tenn., as an organization was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, took possession of the building and grounds of the Methodist Episcopal Church South, of Charleston, Tenn., and occupied and used the same for the storing of commissary supplies and for other purposes. The reasonable rental value of said property during the period of occupancy, together with the damages in excess of the ordinary wear and tear, was then and there the sum of nine hundred and sixty dollars ($960).

No payment appears to have been made therefor.

III. Said claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed, or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 6, 1908.
A true copy.
Test this 13th day of January, 1908.]
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 162.

MEMORIAL OF TRANS-MISSISSIPPI COMMERCIAL CONGRESS ASKING FOR ESTABLISHMENT OF EXPERIMENTAL FARMS AND STATIONS.

Mr. OWEN presented the following

MEMORIAL FROM THE TRANS-MISSISSIPPI COMMERCIAL CONGRESS AT ITS EIGHTEENTH ANNUAL SESSION, AT MUSKOGEE, OKLA., NOVEMBER 19-22, 1907, ASKING THAT EXPERIMENTAL FARMS AND STATIONS BE ESTABLISHED IN WESTERN STATES TRIBUTARY TO THE MISSISSIPPI RIVER.

JANUARY 16, 1908.—Referred to the Committee on Agriculture and Forestry and ordered to be printed.

MEMORIAL.

HEADQUARTERS, CONVENTION HALL,
Muskogee, Okla., November 22, 1907.

To the Senate and House of Representatives in Congress assembled:

At the eighteenth annual session of the Trans-Mississippi Commercial Congress, held in this city November 19–22, 1907, the following was passed:

Be it resolved, That the President of the United States and the Senate and House of Representatives in Congress assembled are respectfully requested to provide for the establishment and maintenance of an experimental farm and forest station in each Congressional district, where practicable, in the States and Territories west of the Mississippi River, a suitable farm being furnished in an easily accessible location, free of cost and deed to the Government where the Government has not itself suitable land for such purpose; that experiments be conducted in line with the greatest agricultural interests of the section where located as to major work with minor experiments on promising novelties; that all work done on said farms be plainly marked with the common and scientific names; that a brief statement concerning the nature of the experiment under way that visitors may understand the scope and purpose of the farm; that bulletins of results be printed for each farm from time to time and distributed throughout such Congressional districts; that where land-grant colleges are established they may establish like experimental farms and stations and manage the same; that such agricultural experimental stations shall advise the district with regard to seeds, plants, and trees, furnishing the same for the purpose of enlarging the knowledge of the people of such Congressional district and promoting agriculture and horticulture.

Be it further resolved, That the United States Senators and Members of Congress representing the trans-Mississippi States are requested to give their support to this proposition.

This is to certify that the above is a true copy of the resolution passed at the eighteenth annual session of the Trans-Mississippi Commercial Congress, held in Muskogee, Okla., November 19–22, 1907.

H. D. LOVELAND,
San Francisco, Cal., President.
ARTHUR F. FRANCIS,
Denver, Colo., Secretary of the Congress.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 163.

REQUEST FOR RETURN OF CERTAIN CASES TO COURT OF CLAIMS.

LETTER FROM THE CHIEF JUSTICE OF THE COURT OF CLAIMS, TRANSMITTING A COMMUNICATION FROM THE ASSISTANT ATTORNEY-GENERAL REQUESTING THE RETURN OF CERTAIN CASES WHICH WERE DISMISSED FOR LACK OF PROSECUTION THROUGH ERROR IN MAKING UP THE LIST OF CASES, ETC.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

CHAMBERS UNITED STATES COURT OF CLAIMS,
Washington, D. C., January 15, 1908.

SIR: I forward to you a communication just received from Hon. John Q. Thompson, Assistant Attorney-General, requesting the return to this court of Congressional cases George M. Kausler *v.* The United States, No. 10551; The Heirs of Pierce Butler *v.* The United States, No. 10552, and The Levee Steam Cotton Press Company *v.* The United States, No. 10554, in which John W. Butterfield, esq., appeared as attorney of record, said cases, as set forth in his letter, having been dismissed for lack of prosecution through error in making up the list of cases in his office, and were certified to you as President of the Senate December 7, 1907.

The cases, as stated by the Assistant Attorney-General, having been dismissed and reported to Congress through mistake, he, at the request of the attorney of record, asks the return of the same for further consideration; and the court therefore unites in his request and asks that the cases above named be returned to the court for further investigation.

Very respectfully,

STANTON J. PEELLE,
Chief Justice.

Hon. CHARLES W. FAIRBANKS,
Vice-President.

DEPARTMENT OF JUSTICE,
Washington, January 14, 1908.

SIR: I have the honor to call your attention to three Congressional cases: George M. Kausler *v.* The United States, No. 10551; the heirs of Pierce Butler *v.* The United States, No. 10552, and The Levee Steam Cotton Press Company *v.* The United States, No. 10554, in

which John W. Butterfield, esq., is attorney of record, which were placed upon the calendar for dismissal for lack of prosecution through error in making up the list of cases, and were afterwards dismissed by the court upon motion of the defendants, and on December 7, 1907, transmitted to the President of the Senate.

My predecessor, the Hon. J. A. Van Orsdel, during his incumbency, was aware of the mistake that had been committed and addressed a communication to Mr. Butterfield, dated December 11, 1907, in which he stated that the said cases "have been dismissed through mistake, and if you will file a motion for a reinstatement we will not object to the allowance of the same."

In view of the circumstances, I have no doubt but the court has jurisdiction over the findings, and that justice would be done by your honor requesting the return of the cases to the court.

Very respectfully, yours,

JOHN Q. THOMPSON,
Assistant Attorney-General.

Hon. STANTON J. PEELLE,
Chief Justice of the Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 164.

FINDINGS IN CASE OF ARTEMAS P. HANNUM, ADMINISTRATOR OF JOSIAH A. HANNUM.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ARTEMAS P. HANNUM, ADMINISTRATOR C. T. A. D. B. N. OF JOSIAH A. HANNUM, DECEASED, AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[In the Court of Claims. Congressional No. 10942-C. & F. No. 99. Artemas P. Hannum, administrator c. t. a. d. b. n. of Josiah A. Hannum, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above entitled case for difference between sea pay and shore pay whilst claimant's decedent, Josiah A. Hannum, was serving as an officer in the Navy of the United States, to wit, as acting master upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908.

Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $368.62. This action was reported to Congress by the Secretary of the Treasury in Senate

Executive Document No. 123, Fifty-second Congress, first session. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the Supreme Court, has been adopted by the accounting officers as the basis for the allowance of said claims." (Act approved March 2, 1889.)

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay, as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* the United States was filed in the Court of Claims. Upon such readjustment there was found to be due and then paid to claimant's decedent out of said appropriation the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of the same, was $368.62.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS.

Claimant is a citizen of the United States and his decedent was an officer in the Navy thereof and a resident of the State of Massachusetts, and is the identical person whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $368.62; the amount paid claimant's decedent was nothing; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $368.62 (three hundred and sixty-eight dollars sixty-two cents).

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 14th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 165.

FINDINGS IN CASE OF JOHN T. NEWTON.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JOHN T. NEWTON AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942-711. John T. Newton v. The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimant was serving as an officer in the Navy of the United States, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908.

Messrs. Pennebaker & Jones appeared for claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $226.57. This action was reported to Congress by the Secretary of the Treasury for appropriation. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimant out of said appropriation, the sum of $160.27, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in United States against Strong had Congress not prohibited the payment of the same, was $66.30.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, aud the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after considering briefs and arguments of counsel on both sides, make the following

FINDINGS OF FACT.

The claimant is a citizen of the United States and a resident of the county of Norfolk, in the State of Virginia, and is the identical person whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $226.57; the amount paid claimant was $160.27; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $66.30 (sixty-six dollars and thirty cents).

BY THE COURT.

Filed January 13, 1908.

A true copy of the findings of fact as filed by the court.

Test this 14th day of January, 1908.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 166.

FINDINGS IN CASE OF CHARLES B. GILMORE, BROTHER OF FERNANDO P. GILMORE.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF CHARLES B. GILMORE, BROTHER OF FERNANDO P. GILMORE, DECEASED, AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942-713. Charles B. Gilmore, brother of Fernando P. Gilmore, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case, for difference between sea pay and shore pay whilst claimant's decedent was serving as an officer in the Navy of the United States upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908. Messrs. Pennebaker & Jones appeared for claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations: That he is the brother of Fernando P. Gilmore, deceased.

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $60.44. This action was reported to Congress by the Secretary of the Treasury for appropria-

tion. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the Supreme Court, has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due, and then paid to claimant out of said appropriation, the sum of $16.33, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimants' decedent would have been entitled under the decision in United States against Strong, had Congress not prohibited the payment of the same, was $60.44.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after considering briefs and arguments of counsel on both sides, make the following

FINDINGS OF FACT.

The claimant is a citizen of the United States and a resident of the county of Jefferson in the State of Ohio, and is the brother of Fernando P. Gilmore, deceased, whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $60.44; the amount paid claimant was $16.33; the amount suspended under the proviso to the act of Congress approved March 2, 1889, and which still remains unpaid is $44.11 (forty-four dollars and eleven cents).

BY THE COURT.

Filed January 13, 1908.

A true copy of the findings of fact as filed by the court.

Test this 14th day of January, 1908.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 167.

FINDINGS IN CASE OF MARY ELIZABETH BABBITT, DAUGHTER OF CHARLES W. BABBITT.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARY ELIZABETH BABBITT, DAUGHTER OF CHARLES W. BABBITT, DECEASED, AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

Court of Claims. Congressional, No. 10942-715. Mary Elizabeth Babbitt, daughter of Charles W Babbitt. deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case, for difference between sea pay and shore pay whilst claimant's decedent was serving as an officer in the Navy of the United States upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949. for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearfng on its merits on the 13th day of January, 1908.

Messrs. Pennebaker & Jones appeared for claimant, and the Attorney-General, by John Q. Thompson, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petion makes substantially the following allegations: That she is the daughter of Charles W. Babbitt, deceased.

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $97.70. This action was reported to Congress by the Secretary of the Treasury for appropriation. In ap-

propriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant's decedent would have been entitled under the decision in United States against Strong had Congress not prohibited the payment of the same was $97.70.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after considering briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

The claimant is a citizen of the United States and a resident of the county of Bristol, in the State of Massachusetts, and is the daughter of Charles W. Babbitt, deceased, whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $97.70; the amount paid claimant was nothing; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $97.70 (ninety-seven dollars and seventy cents).

Filed January 13, 1908.

BY THE COURT.

A true copy of the findings of fact as filed by the court.

Test this 14th day of January, 1908.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 168.

FINDINGS IN CASE OF ROBERT STEEL.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ROBERT STEEL AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[In the Court of Claims. Congressional, No. 10942—C. & F. 159. Robert Steel *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst claimant, Robert Steel, was serving as an officer in the Navy of the United States, to wit, a mate upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill 5949, for proceedings and report, under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908.

Messrs. Coldren & Fenning appeared for claimant and the Attorney-General, by John Q. Thompson, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant, in his petition, makes substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $158.83. This action was reported to Congress by the Secretary of the Treasury in House Executive Document No. 171, Fifty-first Congress, second session. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the Supreme Court, has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due and then paid to claimant, out of said appropriation, the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in the United States against Strong, had Congress not prohibited the payment of the same, was $158.83.

Subsequent appropriation statutes have contained the said proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS.

Claimant is a citizen of the United States and was an officer in the Navy thereof and a resident of the State of Pennsylvania, and is the identical person whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $158.83; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $158.83 (one hundred and fifty-eight dollars and eighty-three cents).

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 14th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 169.

FINDINGS IN CASE OF CATHERINE DELAP, WIDOW OF GEORGE DELAP.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF CATHERINE DELAP, WIDOW OF GEORGE DELAP, DECEASED, AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[In the Court of Claims. Congressional, No. 10942–C. & F. No. 181. Catherine Delap, widow of George Delap, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay whilst the claimant's husband, George Delap, was serving as an officer in the Navy of the United States, to wit, a mate upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate bill 5949, for proceedings and report, under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908.

Messrs. Coldren & Fenning appeared for claimant and the Attorney-General, by John Q. Thompson, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petition makes substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $168.64. This action was reported to Congress by the Secretary of the Treasury in House Execu-

tive Document No. 144, Fifty-first Congress, first session. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the Supreme Court, has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims. Upon such readjustment there was found to be due and then paid to claimant's decedent out of said appropriation the sum of nothing, being the amount which accrued subsequent to July 16, 1880, and to which said proviso did not relate.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant's decedent would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of the same, was $168.64.

Subsequent appropriation statutes have contained the said proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS.

Claimant is a citizen of the United States and her husband was an officer in the Navy thereof, and she is a resident of the State of Florida, and is the identical person whose claim under the decision of the Supreme Court of the United States in the United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $168.64: the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $168.64 (one hundred and sixty-eight dollars and sixty-four cents).

By THE COURT.

Filed January 13, 1908.
A true copy.
Test this 14th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 170.

FINDINGS IN CASE OF FRANCIS A. COOK.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF FRANCIS A. COOK AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942-704. Francis A. Cook *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for the difference between sea pay and shore pay whilst claimant was serving as an officer in the Navy of the United States, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908.

Messrs. Pennebaker & Jones appeared for claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $870.47. This action was reported to Congress by the Secretary of the Treasury for appropriation. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant would have been entitled under the decision in United States against Strong had Congress not prohibited the payment of the same, was $870.47.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after considering briefs and arguments of counsel on both sides, make the following

FINDINGS OF FACT.

The claimant is a citizen of the United States and a resident of the county of Anne Arundel, in the State of Maryland, and is the identical person, whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $870.47; the amount paid claimant was nothing; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $870.47 (eight hundred and seventy dollars and forty-seven cents).

BY THE COURT.

Filed January 13, 1908.

A true copy of the findings of fact as filed by the court.

Test this 14th day of January, 1908.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 171.

FINDINGS IN CASE OF IDA T. COGGESHALL, DAUGHTER OF JAMES B. RUSSELL.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF IDA T. COGGESHALL, DAUGHTER OF JAMES B. RUSSELL, DECEASED, AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 10942-710. Ida T. Coggeshall, daughter of James B. Russell, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case, between difference for sea pay and shore pay whilst claimant's decedent was serving as an officer of the Navy of the United States upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill No. 5949, for proceedings and report under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908.

Messrs. Pennebaker & Jones appeared for claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petition makes substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $172.09. This action was reported to Congress by the Secretary of the Treasury for appropriation. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which being affirmed by the Supreme Court has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant decedent would have been entitled under the decision in United States against Strong had Congress not prohibited the payment of the same, was $112.09.

Subsequent appropriation statutes have contained the same proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after considering briefs and arguments of counsel on both sides, make the following

FINDINGS OF FACT:

The claimant is a citizen of the United States and a resident of the county of Bristol, in the State of Massachusetts, and is the daughter of James B. Russell, deceased, whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimant by the accounting officers under said decision was $112.09; the amount paid claimant was nothing; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid is $112.09 (one hundred and twelve dollars and nine cents).

BY THE COURT.

Filed January 13, 1908.

A true copy of the findings of fact as filed by the court.

Test this 14th day of January, 1908.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 172.

FINDINGS IN CASE OF MARGARETTA D. ABBEY AND OTHER HEIRS OF HENRY LELAR.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARGARETTA D. ABBEY, HENRY LELAR, JR., WILLIAM D. LELAR, MARY D. PIERCE, AND ELLEN D. LELAR, CHILDREN AND SOLE HEIRS AT LAW OF HENRY LELAR, DECEASED, AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[In the Court of Claims. Congressional, No. 10942. C. & F. 167. Margaretta D. Abbey, Henry Lelar, jr., William D. Lelar, Mary D. Pierce, and Ellen D. Lelar, children and sole heirs at law of Henry Lelar, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay, whilst claimants' decedent was serving as an officer in the Navy of the United States, to wit, an acting master upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill 5949, for proceedings and report, under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 13th day of January, 1908.

Messrs. Coldren & Fenning appeared for the claimants, and the Attorney-General, by John Q. Thompson, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants in their petition make substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by such accounting officers under the decision of this court and of the Supreme Court of the United States in the case Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $312.37. This action

was reported to Congress by the Secretary of the Treasury in House Executive Document No. 199, Fifty-second Congress, first session. In appropriating for said allowance (and others of like character) Congress made the following proviso:

"That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the Supreme Court, has been adopted by the accounting officers as the basis for the allowance of said claim."

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimants' decedent would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of the same was $312.37.

Subsequent appropriation statutes have contained the said proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS.

Claimants are citizens of the United States and their decedent was an officer in the Navy thereof and a resident of the State of Pennsylvania, and are the identical persons whose claim under the decision of the Supreme Court of the United States in United States *v.* Strong (125 U. S., 656) was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due claimants by the accounting officers under said decision was $312.37, the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $312.37 (three hundred and twelve dollars and thirty-seven cents).

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 14th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 173.

FINDINGS IN CASE OF HIWASSEE MASONIC LODGE, NO. 188, CALHOUN, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF HIWASSEE MASONIC LODGE, NO. 188, OF CALHOUN, TENN., AGAINST THE UNITED STATES.

JANUARY 16, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 15, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHAS. W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12496. Hiwassee Masonic Lodge, No. 188, of Calhoun, Tenn., v. The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation alleged to have been furnished to the military forces of the United States during the civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 6400, Fifty-ninth Congress, first session.]

"A BILL For the relief of Hiwassee Masonic Lodge, Numbered One hundred and eighty-eight, of Calhoun, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to Hiwassee Masonic Lodge, Numbered One hundred and eighty-eight, of Calhoun, Tennessee, the sum of one thousand dollars, in full compensation for stores and supplies taken from and furnished by said lodge to United States military forces and the use and occupation of said lodge premises by United States forces during the civil war."

The worthy master of said lodge appeared in this court July 6, 1906, and filed his petition in which it is substantially averred that:

During the period from November, 1863, to middle of June, 1865, said lodge was the owner of a brick building at Calhoun, Tenn., and that during said period said building was occupied by United States troops for army purposes; that said troops cut numerous portholes through the brick walls of said building on all sides, both of the first and second stories, and consumed and destroyed the ceiling and partitions, lodge-room furniture, stairway, fences, and desks belonging to said lodge, and that the value of the use and occupation of said building during said period was $500 and the value of the property consumed, damaged, and destroyed by said troops was $500; total, $1,000, for which no payment has ever been made; that the claimant has at all times borne true allegiance to the Government of the United States, and has not, in any way, voluntarily aided, abetted, or given encouragement to rebellion against the said Government.

The case was brought to a hearing on loyalty and merits on the 9th day of December, 1907.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by George E. Boren, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Hiwassee Masonic Lodge, No. 188, of Calhoun, Tenn., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said war the military forces of the United States, by proper authority, took possession of the building and grounds of the Hiwassee Masonic Lodge, No. 188, of Calhoun, Tenn., and occupied the same as a fort and hospital. The reasonable rental value thereof, together with damages in excess of ordinary wear and tear, was then and there the sum of six hundred and twenty dollars ($620), no part of which appears to have been paid.

III. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed, or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 6, 1908.
A true copy.
Test this 11th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 176.

FINDINGS IN CASE OF TRUSTEES OF PROVIDENCE METHODIST EPISCOPAL CHURCH, NEAR SUFFOLK, VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE PROVIDENCE METHODIST EPISCOPAL CHURCH, OF NEAR SUFFOLK, NANSEMOND COUNTY, VA., AGAINST THE UNITED STATES.

JANUARY 20, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 17, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13054. Trustees of the Providence Methodist Episcopal Church, of near Suffolk, Nansemond County, Va., *v.* The United States.]

STATEMENT OF CASE.

In the above-entitled claim for use and occupation of and damage to real estate belonging to the trustees of the Providence Methodist Episcopal Church, of near Suffolk, Nansemond County, Va., by the military forces of the United States during the late civil war, a bill was introduced in the Fifty-ninth Congress for the relief of the claimant, being Senate bill No. 7386. Said bill reads as follows:

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Providence Methodist Episcopal Church, near Suffolk, Nansemond County, Virginia, two thousand five hundred dollars, for use of and damage to their church building by the military forces of the United States during the late war between the States."

Said bill was referred to this court by resolution of the Senate on the 2d day of March, A. D. 1907, for findings of fact under the terms of the act approved March 3, 1887, and commonly known as the Tucker Act.

The case was brought to a hearing on loyalty and merits on the 9th day of December, A. D. 1907.

C. A. and F. W. Brandenburg, esqs., appeared for claimant, and the Attorney-General, by Clark McKercher, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants in their petition make the following allegations:

That during the late civil war the Providence Methodist Episcopal Church, of near Suffolk, Nansemond County, Va., was loyal to the Government of the United States, and was the owner of certain real estate located in said locality; that during the war there was situated upon said land a substantial frame church about 36 by 42 feet; that the value of the said church building during the civil war was reasonably the sum of $2,000; that during the said war, the United States military forces, under proper authority, took possession of said church building and occupied the same as quarters for soldiers and other purposes. That said claim is made as follows:

Damage to church building	$1,000
Rental of church for twenty-two months	400
Total	1,400

The court, upon the evidence, and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evdience that the Providence Methodist Episcopal Church, near Suffolk, Nansemond County, Va., as an organization was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, took possession of and used said church building for quarters. The reasonable rental value of said building, together with damages in excess of ordinary wear and tear, was the sum of eight hundred and ninety dollars ($890).

III. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is giyen why the bar of the statute of limitations should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 6, 1908.

A true copy.
Test this 17th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 177.

FINDINGS IN CASE OF TRUSTEES OF NORTH ALABAMA COLLEGE, HUNTSVILLE, ALA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE NORTH ALABAMA COLLEGE OF HUNTSVILLE, ALA., AGAINST THE UNITED STATES.

JANUARY 20, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 17, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12408. Trustees of the North Alabama College, of Huntsville Ala., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the destruction of a building and the use of its materials for the comfort of the United States Army during the civil war. On the 18th of June, 1906, the United States Senate referred to this court a bill in the following words:

"[S. 3341, Fifty-ninth Congress, first session.]

"A BILL For the relief of certain churches, Masonic lodges, and colleges in the State of Alabama, and for other purposes.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to claimants in the act named the several sums appropriated herein, the same being in full for and the receipt of the same to be taken and accepted in each case as a full and final release and discharge of their respective claims for use, occupation, and damage to their buildings and grounds by United States military authorities during the civil war, namely:

* * * * * * *

To the trustees of the North Alabama College, of Huntsville, Alabama, twenty thousand dollars."

* * * * * * *

The claimant appeared in this court July 9, 1906, and filed his petition, in which it is substantially averred that:

1. The North Alabama College was a corporation of purely educational, eleemosynary character, and was loyal to the United States, and that the board of trustees of the said North Alabama College never applied any of the corporate funds in aid or comfort of the rebellion, and that as trustees were loyal to the United States.

2. The board of trustees of the said North Alabama College commenced in 1859 to erect a college building; that said building was substantially completed in 1864, and that in 1864 or 1865 the value of said building as it stood was at least $23,000.

3. The United States troops under the command of Brig. Gen. D. H. Stanley were encamped in and around Huntsville, Ala., in 1864-5, and that in, to wit, 1864 or1865, said Brigadier-General Stanley ordered his troops to tear down the said building of the North Alabama College and to use the bricks and other materials to build chimneys for hospital tents and for other purposes for the use and comfort of the United States army, and that in pursuance of said orders from said General Stanley the military forces of the United States did tear down the said building of the North Alabama College and use its materials as so ordered.

4. Claimants therefore claim to be justly entitled from the United States to the sum of $23,000.

The case was submitted on loyalty and merits without argument, on February 18, 1907.

Messrs. Herbert & Micou submitted evidence and brief for the claimants, and the Assistant Attorney-General, by William H. Lamar, esq., his assistant, submitted brief in behalf of the United States.

The court, upon the evidence, and after considering the briefs of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The court is not satisfied from the evidence that the claimant college was loyal to the Government of the United States throughout the late civil war.

II. During the said war the military forces of the United States took possession of the brick building of the claimant situate in Huntsville, Ala., then in an unfinished condition, and tore down the building and appropriated the brick therefrom to the erection of a large number of chimneys and ovens for the use of the military forces of the United States then encamped near said city, and after being so used were left in camp when the military forces removed therefrom. The reasonable value of the brick so taken and used was at the time and place the sum of seven thousand six hundred dollars ($7,600).

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under the act of March 3, 1887, as hereinbefore set forth, and no reason is shown why such was not done.

BY THE COURT.

Filed Feb. 25, 1907.

A true copy.
Test this 16th day of January, A. D. 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 178.

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, POINT PLEASANT, W. VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, POINT PLEASANT, W. VA., AGAINST THE UNITED STATES.

JANUARY 20, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 17, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13006. Trustees of Methodist Episcopal Church South, of Point Pleasant, W. Va., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the civil war. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 7109, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Point Pleasant, West Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, of Point Pleasant, West Virginia, the sum of two thousand dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said trustees of said church appeared in this court March 23, 1907, and filed a petition in which it is substantially averred that—

During the late civil war the military authorities of the United States took possession of the property of the claimant, and used and occupied the same; that by reason of such use and occupation much injury was done to said property, and the reasonable rental value of said property, during the time it was so occupied, including the repairs necessary to restore said property to the same condition as before said occupation, was the sum of $2,000, for which no payment has been made; that said property, consisting of a well-constructed brick church building, was occupied by United States military forces, part of the time as barracks, and part of the time as hospital, from about ———, 1863, until the end of the war, in 1865, resulting in very great injury to the property, requiring construction of new floor, repairs to windows, and woodwork, etc., bunks having been constructed beside the walls for soldiers' use. That the claimant has at all times borne true allegiance to the Government of the United States, and has not, in any way, aided, abetted, or given encouragement to rebellion against the said Government.

The case was brought to a hearing on loyalty and merits on the 11th day of December, 1907.

Coldren & Fenning appeared for the claimants, and the Attorney-General, by Clark McKercher, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Methodist Episcopal Church South, of Point Pleasant, W. Va., as an organization was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, occupied said church building and used the same for hospital purposes and as barracks. The reasonable rental value of said building, together with damages in excess of ordinary wear and tear, was the sum of one thousand and ninety dollars ($1,090), no part of which appears to have been paid.

III. The foregoing claim was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate, as aforesaid, and no reason is given why the bar of the statute of limitations should be removed, or which shall be claimed to excuse the claim for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 6, 1908.

A true copy.
Test this 11th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 179.

FINDINGS IN CASE OF PRESBYTERIAN CHURCH, LOUDON, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE PRESBYTERIAN CHURCH OF LOUDON, TENN., AGAINST THE UNITED STATES.

JANUARY 21, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 20, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11008. The Presbyterian Church of Loudon, Tenn., v. The United States.]

STATEMENT OF CASE.

This is a claim for the use, occupation, destruction, and consumption of material in above church by the military forces of the United States during the war for the suppression of the rebellion. On the 3d day of March, 1903, the United States Senate referred to the court a bill in the following words:

"[S. 102, Fifty-seventh Congress, First session.]

"A BILL For the relief of the Presbyterian Church of Loudon, Loudon County, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money not otherwise appropriated the sum of two thousand two hundred dollars to A. W. Wood, J. A. Greer, and J. J. Harrison, elders and trustees of the Presbyterian Church of Loudon, Loudon County, Tennessee, as compensation for the use, occupation, destruction, and consumption of material, in the winter of eighteen hundred and sixty-three to eighteen hundred and sixty-four, by the United States Army, of the Presbyterian Church building at that place."

The claimants appeared in this court on the 24th day of March, 1904, and filed their petition, in which it is substantially averred that:

Said church was loyal to the United States throughout the civil war; during the winter of 1863–64 the convalescent corps of Sherman's army encamped near the town of Loudon, Tenn., and tore down said church and removed the lumber and timbers just outside of the town, and constructed winter quarters; said building was between 35 and 40 feet wide, and between 60 and 70 feet deep, constructed of good material; the loss sustained was $2,200.

The case was brought to a hearing on loyalty and merits on the 30th day of April, 1907.

Burton T. Doyle, esq., appeared for the claimant, and the Attorney-General, by Malcolm A. Coles, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Presbyterian Church of Loudon, Tenn., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States by proper authority took possession of the church property described in the petition, used and occupied and afterwards tore down the same, and used the materials therein contained in the construction of winter quarters. Said use and occupation and appropriation of material at the time and place was reasonably worth the sum of one thousand two hundred dollars ($1,200), no part of which appears to have been paid.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to this court under the provisions of the act of March 3, 1887, hereinbefore mentioned, and no reason is given therefor.

Filed May 6, 1907.

BY THE COURT.

A true copy.
Test this 18th day of January, A. D. 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 180.

FINDINGS IN CASE OF LA GRANGE LODGE, NO. 36, I. O. O. F., BOONSBORO, MD.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF LA GRANGE LODGE, NO. 36, I. O. O. F., OF BOONSBORO, MD., AGAINST THE UNITED STATES.

JANUARY 22, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 21, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11626. La Grange Lodge No. 36, I. O. O. F., of Boonsboro, Md., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use of and damage to a lodge building by the military forces of the United States during the late civil war. On the 27th day of April, 1904, the United States Senate referred to the court a bill in the following words:

"[S. 864, Fifty-eighth Congress, first session.]

"A BILL For the relief of La Grange Lodge, numbered thirty-sixth, Independent Order of Odd Fellows, of Boonsboro, Maryland.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to La Grange Lodge, numbered thirty-six, Independent Order of Odd Fellows, of Boonsboro, Maryland, the sum of four hundred and fifty dollars, for use of and damage to lodge property by the military forces of the United States during the late war of the rebellion."

The claimants appeared in this court on the 29th day of January, 1907, and filed their petition, in which it is substantially averred:

That during the war for the suppression of the rebellion, and on or about September 15, 1862, the military forces of the United States, by proper authority, took possession of the lodge building of La Grange Lodge, No. 36, Independent Order of Odd Fellows, of Boonsboro, Md., and used and occupied the same for hospital purposes for a period of about six months.

That the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of $450, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 6th day of January, 1908.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by P. M. Cox, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The La Grange Lodge, No. 36, I. O. O. F., of Boonsboro, Md., as an organization, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took possession of the lodge building described in the petition and used the same for hospital purposes and damaged the same. The reasonable rental value thereof, together with the damages in excess of ordinary wear and tear, was then and there the sum of three hundred and seventy dollars ($370), no part of which appears to have been paid.

III. The claim herein was presented to the Quartermaster-General in May, 1873, and by that officer disallowed in 1875 for lack of jurisdiction. Thereafter the same was referred to this court by resolution of the United States Senate as hereinbefore set forth.

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 20th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 181.

FINDINGS IN CASE OF H. C. BOWEN, ADMINISTRATOR OF WILLIAM A. BOWEN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF H. C. BOWEN, ADMINISTRATOR DE BONIS NON OF WILLIAM A. BOWEN, DECEASED, AGAINST THE UNITED STATES.

JANUARY 22, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 21, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11543. H. C. Bowen, administrator de bonis non of William A. Bowen, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for stores and supplies alleged to have been taken by the military forces of the United States during the late civil war. On the 26th day of April, 1904, the United States Senate referred to the court a bill in the following words:

"(S. 4055, Fifty-eighth Congress, second session.)

"A BILL For the relief of the estate of William A. Bowen, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of William A. Bowen, deceased, late of Fauquier County, Virginia, the sum of one hundred and eight thousand three hundred and ninety-nine dollars and sixty-eight cents, for stores and supplies taken by the military forces of the United States during the late war between the States."

The claimant appeared in this court on the 7th day of February, 1906, and filed his petition, in which it is substantially averred:

That he was duly appointed and qualified as administrator de bonis non of the estate of William A. Bowen, deceased, in the county court of Fauquier County, Va., on the 28th day of December, 1903.

That he is a citizen of the United States, residing in Fauquier County, Va., where his decedent resided during the late civil war.

That during said period there was taken from his decedent in Fauquier County, Va., by the military authorities of the United States, and appropriated to the use of the United States Army, property of the kind and value as follows:

Taken by Gen. O. O. Howard and others in March, April, and May, 1862:	
Item 1. 54 head of cattle, at $25	$1,350.00
Item 2. 102 head of sheep, at $6	612.00
Item 3. 64 head of lambs, at $3	182.00
Item 4. 22 head of hogs, at $4	88.00
Item 5. 1,600 pounds of bacon, at 20 cents	320.00
Item 6. 50 barrels (250 bushels) of corn and wheat	225.00
Item 7. 38 bags	12.68
Item 8. 15,000 pounds of hay, at $1.25 per hundred	187.50
Item 9. 4 head of horses, at $125	500.00
Item 10. 1 gray horse and one black mare	275.00
Item 11. 30 bushels of oats, at 75 cents	22.50
Item 12. 2 horses, at $150	300.00
Taken by Generals Pope, Bayard, and others, in July and August, 1862:	
Item 13. 1,000 bushels of old wheat at $1.25	1,250.00
Item 14. 2,220 bushels of wheat fed in shock	2,775.00
Item 15. 1,000 barrels (5,000 bushels) corn at $3	3,000.00
Item 16. 50 head of horses and mules at $140	7,000.00
Item 17. 200 head of cattle at $40	8,000.00
Item 18. 300 head of sheep at $6	1,800.00
Item 19. 100 head of hogs at $6	600.00
Item 20. 1,000 bushels of oats at 75 cents	750.00
Item 21. 1 lot of lumber taken from buildings	14,000.00
Item 22. 1 lot of lumber taken from buildings	2,500.00
Taken by General Meade's command in the fall of 1863:	
Item 23. 1 lot of lumber taken from barn	1,000.00
Item 24. 1 lot of lumber taken from house	1,500.00
Item 25. 1 lot of lumber taken from houses	1,000.00
Item 26. 150 tons of hay at $20	3,000.00
Item 27. 600 bushels of corn at 75 cents	450.00
Item 28. 20 head of hogs at $10	200.00
Item 29. 10 head of horses at $150	1,500.00
Item 30. 20 head of cattle at $40	800.00
Taken by Generals Pope, Meade, and others in the years 1862 and 1863:	
Item 31. 16,500 cords of wood at $2.50	41,255.00
Item 32. 240,000 rails at $50 per M	12,000.00
Total	108,399.68

The case was brought to a hearing on loyalty and merits on the 12th day of December, 1907.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that William A. Bowen, deceased, was not loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took from claimant's decedent in Fauquier County, State of Virginia, at various times, property of the kind and character described in the peti-

tion, which at the time and place of taking was reasonably worth the sum of thirteen thousand seven hundred and ten dollars ($13,710), no part of which appears to have been paid.

III. A part of the claim herein, to wit, embracing the first twelve items, amounting to $4,274, was presented to the Treasury Department in 1875, but was disallowed for want of jurisdiction. The remaining part of the claim was not presented to any Department of the Government, and no good and sufficient reason is given therefor except the probable insolvency of the original claimant, who died in 1866. No effort was thereafter made to collect said claim until its presentation to Congress and reference to this court by the United States Senate, as hereinbefore set forth.

BY THE COURT.

Filed January 6, 1908.
A true copy.
Test this 20th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 182.

FINDINGS IN CASE OF NEWTON WOODYARD.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF NEWTON WOODYARD AGAINST THE UNITED STATES.

JANUARY 22, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 21, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHAS. W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional No. 11163. Newton Woodyard *v.* The United States.]

STATEMENT OF CASE.

This is a claim for stores and supplies alleged to have been taken from the claimant by the military forces of the United States during the late civil war. On the 2d day of March, 1903, the United States Senate referred to the court a bill in the following words:

["S. 7408. Fifty-seventh Congress, second session.]

"A Bill For the relief of Newton Woodyard.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be authorized and directed to pay to Newton Woodyard the sum of seven thousand eight hundred dollars, out of any money not otherwise appropriated, for supplies taken and property destroyed by the Army during the war."

The claimant appeared in this court on the 18th day of February, 1907, and filed his petition in which it is substantially averred:

That he resides in Prince William County, Va., where he resided during the late civil war; that during said period the military forces of the United States, by

proper authority, took from him certain stores and supplies and used and destroyed certain buildings, in said county and State, as follows:

Taken in the fall of 1862 by General Banks's command:

3 head of cows	$120
15 head of hogs	30
8 head of horses	850
Corn and fodder	30
Rails	30
Use and destruction of buildings	6,740
Total	7,800

The case was brought to a hearing on loyalty and merits on the 6th day of January, 1908.

G. W. Z. Black, esq., appeared for the claimant, and the Attorney-General, by Clark McKercher, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT:

I. The claimant, Newton Woodyard, was not loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took from said claimant, in Prince William County, State of Virginia, property of the kind and character described in the petition, which at the time and place of taking was reasonably worth the sum of six hundred and ninety dollars ($690), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as hereinbefore mentioned, and no reason is given why the bar of any statute of limitation should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 20th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 183.

FINDINGS IN CASE OF CHARLES H. EVANS.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF CHARLES H. EVANS AGAINST THE UNITED STATES.

JANUARY 22, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 21, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[In the Court of Claims. Congressional, No. 10942—C. & F. 151. Charles H. Evans *v.* The United States.]

STATEMENT OF CASE.

The claim in the above-entitled case for difference between sea pay and shore pay while claimant's decedent, William F. Laighton, was serving as an officer in the Navy of the United States, to wit, a carpenter, upon receiving and other ships belonging to the Navy, was transmitted to the court by Senate resolution on the 4th day of June, 1902, referring Senate bill 5949, for proceedings and report, under the provisions of the act of Congress approved March 3, 1887.

The case was brought to a hearing on its merits on the 20th day of January, 1908. Messrs. Coldren & Fenning appeared for claimant, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant, in his petition, makes substantially the following allegations:

This claim was previously presented to the proper accounting officers of the Treasury Department for settlement and was allowed by such accounting officers, under the decision of this court and of the Supreme Court of the United States in the case of Strong *v.* The United States (125 U. S., 656), the sum thus allowed being $576.74. This action was reported to Congress by the Secretary of the Treasury in House Executive Document No. 144, Fifty-first Congress, first session. In appropri-

ating for said allowance (and others of like character) Congress made the following proviso:

That no part of any one of the claims to which this appropriation is applicable shall be paid therefrom which accrued more than six years prior to the date of the filing of the petition in the Court of Claims upon which the judgment was rendered, which, being affirmed by the Supreme Court, has been adopted by the accounting officers as the basis for the allowance of said claim.

Thereafter, pursuant to said proviso, the accounting officers readjusted said claim for such difference of pay as the same had been settled under the said decision in United States against Strong, and refused to allow that portion which accrued more than six years prior to July 17, 1886, the date on which the petition in the said case of Strong *v.* The United States was filed in the Court of Claims.

The accounting officers also found that the difference in pay between that received prior to July 16, 1880, and that to which claimant's decedent would have been entitled under the decision in the United States against Strong had Congress not prohibited the payment of the same was $576.74.

Subsequent appropriation statutes have contained the said proviso, and the accounting officers of the Treasury, pursuant to said provisions, have continuously refused to allow this and other similar claims, and the same are still unpaid.

The court, upon the evidence and the report of the Treasury Department, and after full consideration, makes the following

FINDING OF FACTS.

That this officer, William F. Laighton, died on or about June 25, 1879, leaving a widow, Bessie D. Laighton, and as his only heir at law, a daughter, Alice Evans, and that under the Massachusetts General Statutes, chapter 294, paragraph 16, clause 3, in force at the time of the decease of said officer, the said widow was entitled to one-third of his estate and his said daughter to the other two-thirds; that claimant Charles H. Evans is the duly appointed executor of the estate of the said Alice Evans, and is, accordingly, entitled to two-thirds ($384.49) of the amount of this claim, the other one-third being due to Bessie D. Laighton or her heirs.

Claimant is a citizen of the United States and a resident of the State of Maine, and is the executor of one of the heirs of William F. Laighton as aforesaid, said William F. Laighton being the identical person whose claim, under the decision of the Supreme Court of the United States in the case of The United States *v.* Strong (125 U. S., 656), was adjusted by the accounting officers, reported to Congress, and appropriated for as alleged in the petition.

The amount found due said officer, or his heirs, by the accounting officers under the said decision was $576.74; the amount suspended under the proviso to the act of Congress approved September 30, 1890, and which still remains unpaid, is $576.74 (five hundred and seventy-six dollars and seventy-four cents).

BY THE COURT.

Filed January 20, 1908.
A true copy.
Test this 20th day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 188.

FINDINGS IN CASE OF FETTERMAN (NOW WEST MAIN STREET) METHODIST EPISCOPAL CHURCH, OF GRAFTON, W. VA.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE FETTERMAN (NOW WEST MAIN STREET) METHODIST EPISCOPAL CHURCH, OF GRAFTON, W. VA., AGAINST THE UNITED STATES.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 22, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12949. Trustees of the Fetterman (now West Main Street) Episcopal Church, of Grafton, W. Va., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the civil war. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 6642, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Fetterman (now West Main Street) Methodist Episcopal Church, of Grafton, West Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Fetterman (now West Main Street) Methodist Episcopal Church, of Grafton, West Virginia, the sum of one thousand two hundred dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said trustees of said church appeared in this court March 23, 1907, and filed their petition in which it is substantially averred that—

During the late civil war the military authorities of the United States took possession of the property of the claimant, consisting of a well-constructed church building, and occupied it, partially as a hospital, partially as quarters, and partially for commissary

supplies, during a considerable period of the civil war, and it was much injured thereby; that the reasonable rental value of said property during the time it was so occupied, including the repairs necessary to restore said property to the same condition as before such occupation, was the sum of $1,200, for which no payment has been made; that the claimant has at all times borne true allegiance to the Government of the United States, and has not, in any way, voluntarily aided, abetted, or given encouragement to rebellion against the said Government.

The case was brought to a hearing on loyalty and merits on the 6th day of January, 1908.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by William H. Lamar, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Fetterman (now West Main Street) Methodist Episcopal Church, of Grafton, W. Va., as a church was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States for the use of the Army, by proper authority, took possession of the church property described in the petition and used and occupied the same at various times for hospital and other purposes, and damaged the same. The reasonable rental value, together with damages in excess of ordinary wear and tear, was then and there the sum of four hundred and ninety dollars ($490), no part of which appears to have been paid.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to the court by resolution of the United States Senate as hereinbefore stated, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 21st day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk, Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 189.

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, MOUNT STERLING, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRASMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF MOUNT STERLING, KY., AGAINST THE UNITED STATES.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 22, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13022. Trustees of the Methodist Episcopal Church South, of Mount Sterling, Ky. *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the civil war. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 7133, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Mount Sterling, Ky.]

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any moneys in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, of Mount Sterling, Kentucky, the sum of one thousand two hundred dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said trustees of said church appeared in this court March 22, 1907, and filed their petition in which it is substantially averred that—

During the late civil war the military authorities of the United States took posession of the buildings and grounds of the Methodist Episcopal Church South, of Mount

supplies, during a considerable period of the civil war, and it was much injured thereby; that the reasonable rental value of said property during the time it was so occupied, including the repairs necessary to restore said property to the same condition as before such occupation, was the sum of $1,200, for which no payment has been made; that the claimant has at all times borne true allegiance to the Government of the United States, and has not, in any way, voluntarily aided, abetted, or given encouragement to rebellion against the said Government.

The case was brought to a hearing on loyalty and merits on the 6th day of January, 1908.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by William H. Lamar, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Fetterman (now West Main Street) Methodist Episcopal Church, of Grafton, W. Va., as a church was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States for the use of the Army, by proper authority, took possession of the church property described in the petition and used and occupied the same at various times for hospital and other purposes, and damaged the same. The reasonable rental value, together with damages in excess of ordinary wear and tear, was then and there the sum of four hundred and ninety dollars ($490), no part of which appears to have been paid.

III. The claim herein was never presented to any department of the Government prior to its presentation to Congress and reference to the court by resolution of the United States Senate as hereinbefore stated, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 21st day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk, Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 189.

FINDINGS IN CASE OF TRUSTEES OF METHODIST EPISCOPAL CHURCH SOUTH, MOUNT STERLING, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRASMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF MOUNT STERLING, KY., AGAINST THE UNITED STATES.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 22, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13022. Trustees of the Methodist Episcopal Church South, of Mount Sterling, Ky. *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the civil war. On the 2d day of March, 1907, the United States Senate referred to the court a bill in the following words:

"[S. 7133, Fifty-ninth Congress, second session.]

"A BILL For the relief of the trustees of the Methodist Episcopal Church South, of Mount Sterling, Ky.]

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any moneys in the Treasury not otherwise appropriated, to the trustees of the Methodist Episcopal Church South, of Mount Sterling, Kentucky, the sum of one thousand two hundred dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The said trustees of said church appeared in this court March 22, 1907, and filed their petition in which it is substantially averred that—

During the late civil war the military authorities of the United States took posession of the buildings and grounds of the Methodist Episcopal Church South, of Mount

Sterling, Ky., and used and occupied the same as a hospital for wounded and sick soldiers and also as a barracks, for a long period of time, by reason of which much injury was done to the same, and that the reasonable rental value of said property during such occupation, including the repairs necessary to restore said property to the same condition in which it was before such occupation, was the sum of $1,200, for which no payment was made; that the claimant has at all times borne true allegiance to the Government of the United States, and has not in any way voluntarily aided, abetted, or given encouragement to rebellion against the said Government.

The case was brought to a hearing on loyalty and merits on the 6th day of January, 1908.

Coldren & Fenning appeared for the claimant, and the Attorney-General by P. M. Cox, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Methodist Episcopal Church South, of Mount Sterling, Ky., as an organization was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, occupied said building and used the same as a hospital and barracks. The reasonable rental value of said building, together with the damages in excess of ordinary wear and tear, was the sum of four hundred and sixty dollars ($460), no part of which appears to have been paid.

III. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed or which shall excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 13, 1908.

A true copy.

Test this 21st day of January, 1908.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 190.

FINDINGS IN CASE OF JACOB H. VAN NAME, ADMINISTRATOR OF WILLIAM VAN NAME.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS, TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JACOB H. VAN NAME, DECEASED, AGAINST THE UNITED STATED.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 22, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12608. Jacob H. Van Name, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for reimbursement for the alleged use of the sloop *Edward C. Delevan* by the military forces of the United States during the late civil war.

The claim was first referred to the court by the Committee on War Claims of the House of Representatives under the act of March 3, 1883. On October 31, 1901, the case was, on motion of the defendants, dismissed for want of prosecution.

On June 29, 1906, the United States Senate, by resolution, referred to the court the following bill:

"[S. 4604, Fifty-ninth Congress, first session.]

"A BILL For the relief of the estate of William Van Name, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the legal representatives of the estate of William Van Name, late of county of Richmond, State of New York, the sum of three thousand dollars, for use and occupation by the United States Government of the sloop Edward C. Delevan and her crew during the civil war."

The claimant appeared and filed his petition in this court September 26, 1906, wherein it is averred, substantially, as follows:

That he is a citizen of the United States and the duly appointed and qualified administrator of William Van Name, deceased, who was a citizen of the United States and resided at Mariners Harbor, Richmond County, N. Y., during the years 1860 to 1865, and that he was loyal to the Government of the United States throughout the late civil war; that said decedent was the owner of a certain sloop, *Edward C. Delevan*, during such period, which was engaged in the business of oystering at that time; that on March 30, 1863, said sloop, then under the command of John R. Van Name, was on her way to York River, Virginia, to engage in oystering, and that while engaged in said business was seized by the commanders of the U. S. S. *Commander Morris* and used by said authorities for the United States in carrying captured grain in and around York River, Virginia; that at the time of said capture there was a specific agreement and promise by Lieut. Commander Gillis that the sum of $3,000 should be paid for the use of said vessel; that the reasonable value of the said sloop and its crew for the period of time from March 31, 1863, to May 2, 1863, was $3,000.

The case was brought to a hearing on loyalty and merits on January 14, 1907.

Frank B. Crosthwaite and Edward E. Colladay, esqs., appeared for the claimant, and the Attorney-General by Franklin W. Collins, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant's decedent, William Van Name, was loyal to the Government of the United States throughout the late civil war.

II. During said war the naval forces of the United States seized the sloop described in the petition belonging to claimant's decedent, William Van Name, in the approaches to the York River, Virginia, and detained her under circumstances then considered to be suspicious regarding her detention. Said sloop was so detained as a military necessity for about thirty-two days, pending an inquiry into the circumstances which led to the seizure of the sloop in her supposed attempt to run the blockade into the Confederate lines. During the period of the detention of said sloop the United States made use of her for shipping and storage purposes and as a flagship.

The reasonable value of said sloop during the period of thirty-two days' detention was then and there at the rate of $15 per day, or four hundred and eighty dollars ($480), for which no payment appears to have been made.

III. The claim herein was referred to this court under the provisions of the act of March 3, 1883; but no action being taken therein within two years prior to October 31, 1901, it was on that date dismissed for want of prosecution, the same being No. 8833, Congressional. The case was again referred to the court under the act of March 3, 1887, as hereinbefore mentioned, on June 29, 1906.

No evidence has been offered by the claimant under this latter reference bearing upon the question whether there has been delay or laches in presenting such claim and any facts bearing upon the question whether the bar of any statute of limitation should be removed or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed December 2, 1907.
A true copy.
Test this 21st day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 191.

FINDINGS IN CASE OF VICTORIE C. AVET, ADMINISTRATRIX OF VINCENT AVET.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF VICTORIE C. AVET, ADMINISTRATRIX OF THE ESTATE OF VINCENT AVET, DECEASED, AGAINST THE UNITED STATES.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 22, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11480. Victorie C. Avet, administratrix of estate of Vincent Avet, deceased, *v.* The United States.]

STATEMENT OF CASE.

By resolution of the United States Senate adopted on April 26, 1904, Senate bill No. 5201, Fifty-eighth Congress, was referred to this court for findings of fact under the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

Said bill reads as follows:

"A BILL For the relief of the estate of Vincent Avet, deceased, and Mrs. Victorie C. Avet.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the estate of Vincent Avet, deceased, and of Mrs. Victorie C. Avet, of Iberville Parish, Louisiana, the sum of three thousand seven hundred and ninteeen dollars and seventy-five cents, in full compensation for stores and supplies and use and occupation of property taken for the use of and used by the Federal forces during the late civil war."

The case was brought to a hearing on loyalty and merits on the 29th day of January, 1907.

Moyers & Consaul appeared for the claimant, and the Attorney-General, by Malcolm A. Coles, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant, in her petition, makes the following allegations:

That she is a citizen of the United States and a resident of the parish of Iberville, State of Louisiana; that she is the duly appointed, qualified, and acting administratrix of the estate of her deceased husband, Vincent Avet; that during the late civil war said Vincent Avet was a citizen of France, and a resident of said parish of Iberville, La.; that during said war said Vincent Avet was the owner of certain real estate in the town of Plaquemine, in said parish and State, being a certain corner lot in said town, upon the front of which lot was situated a brick store building, and upon the rear of which lot and facing upon the side street stood a frame dwelling, all of the reasonable worth or value of $7,500; that said premises were taken into the possession of the United States military forces, under proper authority, and were used and occupied by said forces for military purposes from January 1, 1863, until November 14, 1865, a period of two years, ten and a half months; that the reasonable rental value of said premises, together with damage incident to said use and occupation, was $2,657; that during said war said military forces, under proper authority, took from said decedent for use of the Army, quartermaster stores, to wit, three horses, of the reasonable value of $150 each; that this claim is stated as follows:

To use and occupation of one brick store building and one frame dwelling, for two years ten and a half months, and damages incident to such occupation..	$2,657
To 3 horses, at $150 each	450
Total	3,107

That said Vincent Avet became a citizen of the United States by naturalization on November 22, 1866, in the United States court for the district of Louisiana; that by reason of the fact that said decedent was during the civil war an unnaturalized alien, he had not the right to present and prosecute this claim before the Southern Claims Commission established by act approved March 3, 1871, the jurisdiction of said commission being restricted to the claims of loyal citizens of insurrectionary States during said war; that by reason of said naturalization said decedent had not the right to present and prosecute this claim before the French-American Claims Commission.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimant's decedent, Vincent Avet, was during the late civil war an alien residing at Plaquemine, parish of Iberville, La. He was a citizen of France, who continued his residence in Louisiana throughout said war, and the evidence establishes that he was neutral throughout said war.

II. During said war Vincent Avet was the owner of certain real estate in the town of Plaquemine, parish of Iberville, La., the same being and constituting the southwest corner of Main and Seminary streets, in said town. Upon said lots stood a brick store building and also a frame dwelling, all of the reasonable value of about six thousand dollars ($6,000). Said premises were taken into the possession of the United States military forces and used occupied by said forces for military purposes from January 1, 1863, to November 14, 1865, a period of two years, ten months and a half. The reasonable value of the use and occupation of said premises for said period, together with the damage done to the buildings incident to such occupation, was the sum of twenty-two hundred dollars ($2,200). No payment appears to have been made on account of such use and occupation or damage.

III. During said war the United States military forces took from claimant's decedent in Plaquemine, parish of Iberville, La., horses as described in the petition, which were then and there reasonably worth the sum of two hundred and twenty-five dollars ($225), no part of which appears to have been paid.

IV. The claimant herein being an alien—a citizen of France—residing in Louisiana during the late civil war, did not for that reason present his claim to the Southern Claims Commission or to any other department of the Government until its presentation to Congress and reference to this court by resolution of the United States Senate, as hereinbefore set forth in the statement of this case

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 22d day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 192.

FINDINGS IN CASE OF MRS. J. H. T. JACKSON, ADMINISTRATRIX OF ELIZABETH H. WELFORD.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MRS. J. H. T. JACKSON, ADMINISTRATRIX OF ELIZABETH H. WELFORD, DECEASED, AGAINST THE UNITED STATES.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 22, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional case No. 11441. Mrs. J. H. T. Jackson, administratrix of estate of Elizabeth H. Welford, deceased, *v.* The United States.]

STATEMENT OF CASE.

By resolution of the United States Senate, adopted on April 26, 1904, Senate bill No. 1108, Fifty-eighth Congress, was referred to this court for findings of fact under the provisions of the act approved March 3, 1887. Said bill reads as follows:

"A BILL For the relief of the estate of Mrs. Elizabeth Hull Welford, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the estate of Mrs. Elizabeth Hull Welford, deceased, nee Miss Elizabeth Hull Thomas, late of Marshall County, Mississippi, the sum of eighteen thousand and twenty-eight dollars, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late civil war."

The claimant, in her petition, makes the following allegations:

That she is a citizen of the United States and a resident of the county of Marshall, State of Mississippi; that she is the duly appointed, qualified, and acting administratrix of the estate of her deceased sister, Mrs. Elizabeth Hull Welford; that during the late civil war said decedent was a resident of said county of Marshall, State of

Mississippi; that during said war the United States military forces, under proper authority, took from said decedent, for use of the Army, quartermaster stores and commissary supplies of the kinds and values below stated, to wit:

3,500 bushels corn, at $1 per bushel	$3,500.00
10,800 bundles fodder, at 2 cents per bundle	216.00
1,600 pounds bacon and ham	320.00
110 hogs, at $10 each	1,100.00
500 bushels wheat, at $1.50 per bushel	750.00
17 mules, at $150 each	2,250.00
1 horse	150.00
166 bushels sweet potatoes, at $1 per bushel	166.00
35 cattle, at $20 each	700.00
20 sheep, at $3 each	60.00
8,000 rails, at $3 per 100	240.00
3,000 bricks, at $8 per 1,000	24.00
Lumber	100.00
Cotton, used as bedding	166.00
35 bushels peas, at $1.50 per bushel	52.50
Total	10,201.50

The case was brought to a hearing on loyalty and merits on the 12th day of December, 1907.

Moyers & Consaul appeared for the claimant, and the Attorney-General, by Clark McKercher, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. During the late civil war the petitioner's decedent, Mrs. Elizabeth Hull Welford (then Miss Elizabeth Hull Thomas), was a citizen of the United States, residing in the county of Marshall, State of Mississippi, and throughout said war remained loyal to the United States Government, her loyalty resting on her tender years during said war.

II. During said war the United States military forces, under proper authority, took from petitioner's decedent quartermaster stores and commissary supplies of the kinds mentioned in the petition, which at the time and place of taking were reasonably worth the sum of thirty-six hundred and fifty dollars ($3,650), no part of which appears to have been paid.

III. A claim for the property herein was presented to the Southern Claims Commission by claimant's decedent, but no testimony was submitted, it being alleged that the expense thereof was greater than she was able to bear. Thereafter the claim was referred to this court under the provisions of the act of March 3, 1887, known as the Tucker Act, by resolution of the United States Senate, as hereinbefore stated.

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 22d day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 193.

FINDINGS IN CASE OF METHODIST EPISCOPAL CHURCH SOUTH, BOWLING GREEN, KY.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF BOWLING GREEN, KY., AGAINST THE UNITED STATES.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 22, 1908.

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 13027. Methodist Episcopal Church South, of Bowling Green Ky., v. The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation, alleged to have been furnished to the military forces of the United States during the civil war. On the second day of March, 1907, the United States Senate referred to the Court a bill in the following words:

' [S. 7205, Fifty-ninth Congress, second session.]

"A BILL For the relief of the stewards of the Methodist Episcopal Church South, of Bowling Green, Kentucky.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the stewards of the Methodist Episcopal Church South, of Bowling Green, Kentucky, the sum of one thousand two hundred dollars, in full compensation for the occupation, use, and incidental injury to said church by United States military forces during the civil war."

The stewards of the said church appeared in this court March 23, 1907, and filed their petition in which it is substantially averred that—

During the late civil war the military authorities of the United States took possession of the property of the claimant and used and occupied the same for various

military purposes for a long period of time, resulting in much injury to said property, and that the reasonable rental value of said property during the time it was so occupied, including the repairs necessary to restore it to as good condition as before said occupation, was the sum of $1,200, for which no payment has been made; that said property consisted of a well-constructed brick church building, about 62 by 41 feet in size, and was occupied as a hospital by the United States military forces when General Buell passed through Bowling Green in September, 1862, and for a long period of time thereafter; that the claimant has, at all times, borne true allegiance to the Government of the United States, and has not in any way voluntarily aided, abetted, or given encouragement to rebellion against the said Government.

The case was brought to a hearing on loyalty and merits on the 6th day of January, 1908.

Coldren & Fenning appeared for the claimant, and the Attorney-General, by George E. Boren, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The Methodist Episcopal Church South, of Bowling Green, Ky., as a church, was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, for the use of the Army, took possession of the church building described in the petition and used the same for hospital purposes and also damaged the same. The reasonable rental value, together with damages in excess of ordinary wear and tear, was at the time and place the sum of seven hundred and thirty dollars ($730), no part of which appears to have been paid.

III. The claim herein was never presented to any Department of the Government prior to its presentation to Congress and reference to this court by resolution of the United States Senate as hereinbefore stated, and no reason is given why the bar of any statute of limitation should be removed or which shall excuse the claimant for not having resorted to some established legal remedy.

By THE COURT.

Filed January 13, 1908.
A true copy.
Test this 21st day of January, 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 194.

FINDINGS IN CASE OF CLEVELAND MASONIC LODGE, NO. 134, CLEVELAND, TENN.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE CLEVELAND MASONIC LODGE, NO. 134, OF CLEVELAND, TENN., AGAINST THE UNITED STATES.

JANUARY 23, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE.
Washington, January 22, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12495. The Cleveland Masonic Lodge, No. 134, of Cleveland, Tenn., *v.* The United States.]

STATEMENT OF CASE.

This is a claim for use and occupation alleged to have been furnished to the military forces of the United States during the civil war. On the 13th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 5847, Fifty-ninth Congress' first session.]

"A BILL For the relief of Cleveland Masonic Lodge, Numbered One hundred and thirty-four Cleveland, Tennessee.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the Cleveland Masonic Lodge, Numbered One hundred and thirty-four, of Cleveland, Tennessee, the sum of one thousand eight hundred and fifty dollars, in full payment for the use, occupation of, and damage to the property of said Masonic lodge by the United States troops during the late civil war.

The worshipful master of said lodge appeared in this court July 7, 1906, and filed his petition, in which it is substantially averred that—

During the period from December, 1863, to May, 1865, the Cleveland Masonic Lodge, No. 134, of Cleveland, Tenn., was the owner of a large two-story brick building, with large wing, and 1½ acres of land covered with shade trees in Cleveland, Tenn.,

and that during said period the said building and grounds were occupied by United States troops; that during said occupancy the said troops burned the picket fence surrounding said grounds for fuel, destroyed the shade trees, destroyed the furniture and property of the lodge, and injured and defaced the said building. That the value of the use and occupation of said building and grounds for said period and of the property so destroyed was $1,850, for which no payment has ever been made; that the claimant has, at all times, borne true allegiance to the Government of the United States, and has not in any way voluntarily aided, abetted, or given encouragement to rebellion against the said Government.

The case was brought to a hearing on loyalty and merits on the 6th day of January, 1908.

Coldren & Fanning appeared for the claimant, and the Attorney-General, by William H. Lamar, his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Cleveland Masonic Lodge, No. 134, of Cleveland, Tenn., as an organization was loyal to the Government of the United States throughout the late civil war.

II. During said period the military forces of the United States, by proper authority, occupied said lodge building as a guardhouse and for other purposes. The reasonable rental value of said building, together with damages in excess of ordinary wear and tear, was the sum of nine hundred and forty dollars ($940), no part of which appears to have been paid.

III. The foregoing claim was never presented to any department of the Government prior to its presentation to Congress, and reference to this court by resolution of the United States Senate as aforesaid, and no reason is given why the bar of the statute of limitations should be removed, or which shall be claimed to excuse the claimant for not having resorted to any established legal remedy.

BY THE COURT.

Filed January 13, 1908.
A true copy.
Test this 21st day of January, 1908.
[SEAL]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 195.

JUDGMENTS OF CIRCUIT AND DISTRICT COURTS AGAINST UNITED STATES.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING, PURSUANT TO LAW,

A LIST OF JUDGMENTS RENDERED AGAINST THE UNITED STATES BY THE CIRCUIT AND DISTRICT COURTS OF THE UNITED STATES, ETC.

JANUARY 27, 1908.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, January 25, 1908.

SIR: In accordance with the provision contained in the deficiency act of April 27, 1904 (33 Stat. L., 422), I have the honor to transmit herewith a list of judgments rendered against the United States by the circuit and district courts of the United States under the act of March 3, 1887 (1 Supp. R. S., 559), as submitted by the Attorney-General, and which require an appropriation for their payment, as follows:

Under the Treasury Department	$1,233.36
Under the War Department	4,368.11
Under the Navy Department	800.00
	6,401.47

Respectfully,

J. B. REYNOLDS,
Acting Secretary.

The PRESIDENT OF THE SENATE.

DEPARTMENT OF JUSTICE,
Washington, January 24, 1908.

SIR: In compliance with the requirements of the statute, I transmit herewith a list of judgments rendered against the Government by

the circuit and district courts of the United States under the provisions of the act of March 3, 1887 (1 Supp. R. S., 559), for which an appropriation is desired.

Respectfully,

CHARLES J. BONAPARTE,
Attorney-General.

The SECRETARY OF THE TREASURY.

Name.	Judgment.	Costs.	Date of judgment.	Nature of claim.	Exhibit.
Maney, Georig, and Rydstrom, copartners.	$4,313.81	$54.30	Nov. 6,1906	Work on fortifications (War Department).	1
Atlanta Machine Works	(a)	31.15	Feb. 10,1902	Materials for light-house (Treasury Department).	2
John A. Peck	800.00		May 13,1907	Demurrage on coal (Navy Department).	3
Thomas C. Thatcher et al.	1,202.21		Feb. 21,1907	Refund of legacy tax (Treasury Department).	4
	6,316.02	85.45			

[a] The amount of $31.15 is simply to cover the costs allowed in the above-entitled suit. The sum of $3,344 was, in accordance with the certification of June 25, 1902, appropriated by Congress on July 1, 1902, in satisfaction of the principal amount of the judgment. (32 Stats. L., 584.)

EXHIBIT No. 1.

[J. J. Maney, A. C. Georig, and Arvid Rydstrom, copartners doing business as Maney, Georig, and Rydstrom, *v.* The United States, No. 1386.]

It is ordered, adjudged, and decreed that the plaintiffs do have and recover of and from the defendant $4,313.81, and their costs and disbursements herein to be taxed according to law and the practice of this Court.

C. H. HANFORD, *Judge.*

Costs, $54.30.

CIRCUIT COURT WESTERN DISTRICT OF WASHINGTON,
November 6, 1906.

EXHIBIT No. 2.

[Atlanta Machine Works *v.* The United States, No. 1387.]

The conclusion, therefore, necessarily is that the United States are indebted to the plaintiff in the amount of the contract price of these lanterns less the amount of the freight item referred to, * * * and judgment is consequently rendered in favor of the plaintiff, the Atlanta Machine Works, against the defendant, the United States of America, * * * with costs of suit * * * .

WM. T. NEWMAN,
U. S. Judge.

Costs, $31.15.

CIRCUIT COURT FOR NORTHERN DISTRICT OF GEORGIA,
February 10, 1902.

EXHIBIT No. 3.

[John A. Peck, as surviving partner of the firm doing business under the name of De Groot & Peck *v.* The United States, No. 1506.]

Ordered, adjudged, and decreed that the sole surviving petitioner herein, John A. Peck, recover of and from the United States the sum of $800, being the amount of damages determined by the court arising out of the matters set forth in the petition herein.

GEO. W. RAY,
United States Judge.

CIRCUIT COURT FOR SOUTHERN DISTRICT OF NEW YORK,
May 13, 1907.

EXHIBIT No. 4.

[Thomas C. Thacher et al., executors, *v.* The United States, No. 1513.]

In the above-entitled action it is agreed between parties that judgment may be entered for the plaintiffs in the sum of $1,202.21.

Thereupon, on the same day, the Hon. Francis C. Lowell, circuit judge, sitting, judgment is entered pursuant to the foregoing agreement.

CIRCUIT COURT OF MASSACHUSETTS,
February 21, 1907.

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 196.

JUDGMENTS OF COURT OF CLAIMS REQUIRING APPROPRIATION.

LETTER

FROM

THE SECRETARY OF THE TREASURY,

TRANSMITTING

A LIST OF JUDGMENTS RENDERED BY THE COURT OF CLAIMS WHICH REQUIRE AN APPROPRIATION FOR THEIR PAYMENT, ETC.

JANUARY 27, 1908.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, January 24, 1908.

SIR: I have the honor to transmit herewith, for the consideration of Congress, a list of judgments rendered by the Court of Claims, amounting to $5,700.87, which have been presented to this Department and require an appropriation for their payment, as follows:

Under War Department	$4,258.45
Under Navy Department	1,442.42
Total	5.700.87

Respectfully,

GEO. B. CORTELYOU,
Secretary.

The PRESIDENT OF THE SENATE.

Judgments rendered by the Court of Claims.

No.	Name of claimant.	Date of judgment.	Amount.	When presented for payment.	When payable if not appealed.	Nature of claim.
	WAR DEPARTMENT.					
24426	John A. Dygert	1907. Dec. 2	$21.60	1907. Dec. 17	1908. Mar. 1	Extra pay to volunteers, war with Spain.
21909	James C. Butcher	Dec. 9	33.00	....do...	Mar. 8	Do.
21909	Emanuel Walker	....do...	4.16	....do...	....do...	Do.
21909	Martha Preston (remarried), widow of William McQuillon.	....do...	23.76	....do...	....do...	Do.

Judgments rendered by the Court of Claims—Continued.

No.	Name of claimant.	Date of judgment.	Amount.	When presented for payment.	When payable if not appealed.	Nature of claim.
	WAR DEPARTMENT—con.					
		1907.		1907.	1908.	
21909	Joseph Hewlett, father of Joseph B. Hewlett, deceased.	Dec. 9	$21.32	Dec. 17	Mar. 8	Extra pay to volunteers war with Spain.
21909	Royal Racks, administrator of Edward Morris, deceased.	....do...	3.64	....do...	....do...	Do.
21909	Mattie L. Stevens, widow of John A. C. Stevens, deceased.	....do...	165.00	....do...	....do...	Do.
21909	Samuel Ellis	....do...	3.64	....do...	....do...	Do.
21909	William Bolling	....do...	18.00	....do...	....do...	Do.
21909	Edward E. Jackson	....do...	21.32	....do...	....do...	Do.
21909	Albert Watkins	....do...	13.52	....do...	....do...	Do.
24403	Harland M. Moody	....do...	6.00	....do...	....do...	Do.
				1908.	1907.	
23554	David K. James	Apr. 22	168.96	Jan. 2	July 21	Do.
24264	James B. Smith	....do...	97.89	....do...	....do...	Do.
27926	Richard J. Fanning	May 6	166.67	....do...	Aug. 4	Do.
					1908.	
24676	Howard Mengel	Dec. 12	15.60	Jan. 7	Mar. 11	Do.
25149	Ross B. Hess	....do...	31.20	....do...	....do...	Do.
25194	William Sharadin	....do...	31.20	....do...	....do...	Do.
25195	Jacob W. Bittle	....do...	31.20	....do...	....do...	Do.
25264	Harry Schumacher	....do...	36.00	....do...	....do...	Do.
25551	James Z. Burgee	....do...	100.00	....do...	....do...	Do.
25655	Frank Ulrich	....do...	31.20	....do...	....do...	Do.
26730	Harry E. Moyer	....do...	31.20	....do...	....do...	Do.
26907	Stanley Donahoe	....do...	60.00	....do...	....do...	Do.
26947	Robert W. Livingston	....do...	18.00	....do...	....do...	Do.
27810	Lewis M. Reeves	....do...	119.93	....do...	....do...	Do.
27993	Howard F. Folk	....do...	31.20	....do...	....do...	Do.
28187	William C. Kull	....do...	31.20	....do...	....do...	Do.
28516	Oliver H. Witman	....do...	31.20	....do...	....do...	Do.
28570	Owen Corr	....do...	31.20	....do...	....do...	Do.
28662	Allen M. Yingst	....do...	31.20	....do...	....do...	Do.
28837	W. R. Cushing, executor of George H. Bentley, deceased.	....do...	330.00	....do...	....do...	Do.
28849	Oscar D. Heune	....do...	36.00	....do...	....do...	Do.
29333	John B. Brower	....do...	31.20	....do...	....do...	Do.
29389	James A. Sullivan	....do...	31.20	....do...	....do...	Do.
		1908.				
21909	Junius J. Foster	Jan. 13	6.00	Jan. 15	Apr. 12	Pay as member of Sixth Virginia Infantry Volunteers, war with Spain.
21909	William H. Berry	....do...	15.60	....do...	....do...	Do.
21909	Joseph Smith	....do...	15.60	....do...	....do...	Do.
21909	Philip H. Farrar	....do...	14.56	....do...	....do...	Do.
21909	James M. Jones	....do...	19.20	....do...	....do...	Do.
21909	John Wright	....do...	17.16	....do...	....do...	Do.
21909	Thomas H. Lawrence	....do...	6.00	....do...	....do...	Do.
29843	Joseph M. Smith	Jan. 6	29.45	Jan. 20	Apr. 5	Extra pay to volunteers, war with Spain.
29946	Guy N. Atkin	....do...	26.00	....do...	....do...	Do.
29853	Carl Stiles	....do...	36.00	....do...	....do...	Do.
28878	Andrew J. Wieand	....do...	26.00	....do...	....do...	Do.
26057	William H. Sells, father of Adolph P. Sells, deceased.	....do...	26.00	....do...	....do...	Do.
27560	Carl Forbes	....do...	25.80	....do...	....do...	Do.
28230	Bennett Green	....do...	26.00	....do...	....do...	Do.
28756	George W. Ritchart	....do...	40.02	....do...	....do...	Do.
28758	Frank Withers	....do...	26.00	....do...	....do...	Do.
28759	Henry Delong	....do...	43.20	....do...	....do...	Do.
28760	Michael J. Lassek	....do...	26.00	....do...	....do...	Do.
29840	Robert L. Ferrell	....do...	25.31	....do...	....do...	Do.
29503	Hudson Russell	....do...	26.00	....do...	....do...	Do.
29839	Everett Israel	....do...	26.00	....do...	....do...	Do.
29841	Charles E. Cronkhite	....do...	35.66	....do...	....do...	Do.
23471	George F. Jacoby	Jan. 13	125.00	Jan. 22	Apr. 12	Do.
24105	Percy C. World	....do...	233.34	....do...	....do...	Do.
24541	William T. Harms	....do...	250.00	....do...	....do...	Do.
24973	A. Judson Morse	....do...	327.78	....do...	....do...	Do.
23928	Sidney S. Pugh	....do...	208.33	....do...	....do...	Do.

Judgments rendered by the Court of Claims—Continued.

No.	Name of claimant.	Date of judgment.	Amount.	When presented for payment.	When payable if not appealed.	Nature of claim.
	WAR DEPARTMENT—con.					
24571	Emil C. Plousky	1907. Dec. 12.	$125.00	1898. Jan. 23	1908. Mar. 11	Extra pay to volunteers, war with Spain.
24571	Horace B. Pierce	....do	31.20	....do	....do	Do.
24571	John N. Field	....do	36.00	....do	....do	Do.
24571	Leo Haben	....do	36.00	....do	....do	Do.
25185	James T. Murphy	1908. Jan. 13	31.20	....do	Apr. 12	Do.
25344	Denis J. Driscoll	....do	233.34	....do	....do	Do.
26671	Hugh Harrison	....do	15.60	....do	....do	Do.
26739	Harry R. Sorber	....do	15.60	....do	....do	Do.
27111	Frank E. Crowley	....do	15.60	....do	....do	Do.
27876	John C. O'Donnell	....do	15.60	....do	....do	Do.
28020	Heistand Shelly	....do	31.20	....do	....do	Do.
28715	Irwin D. Frees	....do	41.69	....do	....do	Do.
28967	Charles W. Hawthorne	....do	15.60	....do	....do	Do.
29086	Harry A. Link	....do	31.20	....do	....do	Do.
29056	Howard M. Bright	....do	43.20	....do	....no	Do.
	Total War Department		4,258.45			
	NAVY DEPARTMENT.					
21247	Laura Sherwood Picking, executrix of Henry F. Picking, deceased.	1907. Apr. 22	66.87	1907. Dec. 24	1907. July 21	Pay as officer of the Navy.
26191	Ammen Farenholt	1906. Mar. 26	141.33	1906. Apr. 10	(a)	Do.
	Interest on this judgment from Apr. 10, 1906, to May 27, 1907, at 4 per cent per annum.		6.38			
28332	C. Lewis Holthaus	1907. May 6	419.65	1908. Jan. 2	1907. Aug. 4	Extra duty pay as enlisted man, Marine Corps.
27487	Bartlett J. Cromwell	May 13	79.16	Jan. 3	Aug. 11	Pay as officer of the Navy.
29604	Wythe M. Parks	Apr. 29	275.00	Jan. 14	July 28	Do.
28108	Leckinski W. Spratling	1908. Jan. 20	109.69	Jan. 22	Apr. 19	Do.
28637	Yates Stirling	....do	13.62	....do	....do	Do.
27946	Moulton K. Johnson	....do	330.72	....do	....do	Do.
	Total Navy Department.		1,442.42			
	Aggregate of judgments.		5,700.87			

(a) Mandate of Supreme Court U. S. affirming judgment.

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60TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 197.

CLAIMS ALLOWED UNDER APPROPRIATIONS EXHAUSTED.

LETTER

FROM

THE ACTING SECRETARY OF THE TREASURY,

TRANSMITTING, PURSUANT TO LAW,

A SCHEDULE OF CLAIMS ALLOWED BY THE SEVERAL ACCOUNTING OFFICERS OF THE TREASURY DEPARTMENT UNDER APPROPRIATIONS THE BALANCES OF WHICH HAVE BEEN EXHAUSTED OR CARRIED TO THE SURPLUS FUND, ETC.

JANUARY 27, 1908.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
Washington, January 25, 1908.

SIR: I have the honor to transmit herewith, in compliance with section 2 of the act of July 7, 1884 (23 Stat. L., p. 254), schedules of claims amounting to $34,284.97, allowed by the several accounting officers of the Treasury Department under appropriations the balances of which have been exhausted or carried to the surplus fund under the provisions of section 5 of the act of June 20, 1874 (18 Stat. L., p. 110), since the allowance of those heretofore reported to Congress at the present session.

Respectfully,
J. B. REYNOLDS,
Acting Secretary.

The PRESIDENT OF THE SENATE.

Allowed by the Auditor for the Treasury Department.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	TREASURY DEPARTMENT.			
195	Gutierez, Elizabeth, administratrix of Frank Gutierez.	Collecting the revenue from customs (certified claims).	*1885	$1,388.34
2793	Blake and Johnson	Contingent expenses, mint at San Francisco (certified claims).	1905	1,600.00

* And prior years.

Allowed by the Auditor for the Treasury Department—Continued.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	TREASURY DEPARTMENT—Continued.			
	INTERNAL REVENUE.			
1432	Alexander Graham, James H. Ashby, and Rhoderick P. Hollett, executors, etc., of John B. Sherman.	Refunding taxes illegally collected (certified claims).	.....	$281.29
1674	George McGowan, William Disston, and William H. Wright, jr., executors, etc., of Horace C. Disston.	Payment of judgments against internal-revenue officers (certified claims).	.....	20,692.23
	Total internal revenue.....	.....	.....	20,973.52
	Total Treasury Department.	.....	.....	23,961.86

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE TREASURY DEPARTMENT.

Treasury Department:	
Expenses of collecting the revenue from customs (certified claims)	$1,388.34
Contingent expenses, mint at San Francisco (certified claims)	1,600.00
Total	2,988.34
Internal revenue—	
Refunding taxes illegally collected (certified claims)	281.29
Payment of judgments against internal-revenue officers (certified claims)	20,692.23
Total	20,973.52
Total Treasury Department	23,961.86

Allowed by the Auditor for the War Department.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	WAR DEPARTMENT.			
	MILITARY ESTABLISHMENT.			
8286	Boecklin, Werner	Pay, etc., of the Army (certified claims).	a 1905	$11.23
11031	Cunningham, Michael L	do	a 1905	20.04
9884	Dearmond, Alexander	do	a 1905	27.17
11016	Fatkin, John	do	a 1905	5.96
11039	Hentz, Joseph	do	a 1905	186.42
9834	Jeffries, James J	do	a 1905	32.07
10241	Jordan, John W	do	a 1905	15.95
10439	Kappel, John	do	a 1905	12.47
10810	Magee, Alfred	do	a 1905	14.84
9737	Martin, Joshua R	do	a 1905	23.46
10927	Murphy, John	do	a 1905	13.60
10993	Nunemaker, David C	do	a 1905	2.82
9885	O'Neill, Patrick	do	a 1905	1.91
10074	Turner, James	do	a 1905	5.05
10894	Williams, John G	do	a 1905	9.66
9999	Wundt, Jacob	do	a 1905	12.61
9669	Campbell, Charles E	do	a 1905	193.18
	Total	.....	.....	588.44
11017	Richards, George S, jr	Subsistence of the Army (certified claims).	a 1905	681.00
2619	Landis and Ricketts	Incidental expenses, Quartermaster's Department (certified claims).	1902	4.90

a And prior years

Allowed by the Auditor for the War Department—Continued.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	WAR DEPARTMENT—Con.			
	MILITARY ESTABTISHMENT—con.			
2333	Rodriguez, Juan	Transportation of the Army and its supplies (certified claims).	1905	$15.00
2457	Astoria and Columbia River R. R. Co	do	1905	2.00
2428	Louisville and Nashville R. R. Co	do	1905	2.61
2416	Northern Pacific Rwy. Co	do	1905	275.70
2442	do	do	1905	75.04
2466	do	do	1905	12.25
2295	Southern Pacific Co	do	1905	8.20
2350	do	do	1905	2.75
2545	do	do	1905	87.73
2612	Manila Railway Co. (Limited)	do	1901	257.70
2622	McCarty, Florence	do	1864	13.00
	Total			751.98
	Total War Department			2,026.32

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE WAR DEPARTMENT.

War Department:	
Pay, etc., of the Army (certified claims)	$588.44
Subsistence of the Army (certified claims)	681.00
Incidental expenses, Quartermaster's Department (certified claims)	4.90
Transportation of the Army and its supplies (certified claims)	751.98
Total War Department	2,026.32

Allowed by the Auditor for the Navy Department.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	NAVY DEPARTMENT.			
	NAVAL ESTABLISHMENT.			
2210	Cowing, Seth W	Pay of the Navy (certified claims)	1868	$50.80
2396	Gerrow, Geo. G	do	1904	21.83
2395	Hannifin, Michael	do	1901	138.65
1972	Hughes, James	do	1866	8.78
2288	Insley, Hugh R	do	1900	9.60
2437	James, David	do	1866	27.49
2207	James, John J	do	1865	4.18
2522	McFadyen, Neil	do	1866	19.10
2385	McGrath, Michael	do	1904	3.00
2092	McTighe, Patrick	do	1889	1,116.91
1973	Miller, Henry	do	1898-99	60.00
2251	Penney, G	do	1903-4	11.63
2414	Perrigo, John E. *or* John	do	1898-99	19.00
2544	Angeny, G. L	do	1904	73.20
2577	Gilpin, Charles Edward	do	1900	386.22
	Total			1,950.39
2542	Wilson, James	Pay, miscellaneous (certified claims).	1903	40.20
1978	Allen, John	Pay of Marine Corps (certified claims).	1904-5	4.10
2308	Buettner, Gustav	do	1901-2	2.95
2528	Dennis, Ernest Franklin	do	1902	3.07
2307	Diem, Christian	do	1900-1901	2.08
2408	Fitzgerald, James	do	1898-1901	37.86
2529	Hogan, William E	do	1902-1905	132.74

Allowed by the Auditor for the Navy Department—Continued.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	NAVY DEPARTMENT—Con.			
	NAVAL ESTABLISHMENT—con.			
2309	Laviett, Charles W	Pay of Marine Corps (certified claims.)	1905	$24.72
1977	Morrissey, William T	do	1898-1905	18.89
2442	Stocker, Charles J	do	1905	125.80
2560	Ross, William D	do	1903-1905	134.64
2586	Moore, Albert S	do	1898-1900	21.38
	Total			508.23
2413	Southern Pacific Co.	Transportation and recruiting, Marine Corps (certified claims).	1905	.80
2003	Philadelphia and Norfolk R. R. Co.	Contingent, Bureau of Ordnance (certified claims).	1905	19.78
2022	Southern Pacific Co	do	a 1905	6.67
	Total			26.45
2022	Southern Pacific Co	Contingent, Bureau of Supplies and Accounts (certified claims).	a 1905	.82
2535	Butt, J. W	Construction and repair, Bureau of Construction and Repair (certified claims).	1905	3.52
2038	Wadsworth, Frederick S	do	1904	16.40
	Total			19.92
2212	Morris, jr., Charles	Indemnity for lost property, naval service, act Mar. 2, 1895 (certified claims).	1906	157.10
2211	Young, C. W	do	1907	93.15
	Total			250.25
2430	Curtin, John	Destruction of clothing and bedding for sanitary reasons (certified claims).	1907	6.15
2431	Fitzgerald, Lawrence J	do	1907	9.55
	Total			15.70
1982	Buck, James	Enlistment bounties to seamen (certified claims).	1865	33.34
2286	Burton, Benjamin F	do	1864	33.34
1983	Church, Silas T	do	1865	33.34
2463	Consley, Andrew J	do	1865	33.34
2067	Deckert, Jacob, alias Jacob Decker	do	1865	33.34
2433	Fuller, Edward K	do	1865	100.00
2285	Hayes, Michael W	do	1864	6.66
2354	Roberts, Amos	do	1865	33.33
	Total			306.69
	Total Navy Department			3,119.45

a And prior years.

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE NAVY DEPARTMENT.

Navy Department:
Naval establishment, as follows—

Pay of the Navy (certified claims)	$1,950.39
Pay, miscellaneous (certified claims)	40.20
Pay of the Marine Corps (certified claims)	508.23
Transportation and recruiting, Marine Corps (certified claims)	.80
Contingent, Bureau of Ordnance (certified claims)	26.45
Contingent, Bureau of Supplies and Accounts (certified claims)	.82
Construction and repair, Bureau of Construction and Repair (certified claims)	19.92
Indemnity for lost property, naval service, act March 2, 1895 (certified claims)	250.25
Destruction of clothing and bedding for sanitary reasons (certified claims)	15.70
Enlistment bounties to seamen (certified claims)	306.69
Total Navy Department	3,119.45

Allowed by the Auditor for the Interior Department.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	INTERIOR DEPARTMENT.			
	CIVIL.			
2113	Russell, C. Sanford	Salaries and commissions of registers and receivers (certified claims).	1905	$12.75
2112	Steel, George	do	1905	12.75
	Total			25.50
2317	Kimbrell, John W	Surveying the public lands (certified claims).	1899, 1900	825.00
2318	Nickerson, George S	do	1903	300.00
2426	McElroy, William W., and Elmo A. Rice.	do	1905	740.73
	Total			1,865.73
2063	Chicago, Rock Island and Pacific Rwy. Co.	Geological Survey (certified claims).	1904	5.70
	Total Interior Department, civil.			1,896.93
	INDIANS.			
3248	Lemmon, Theodore G	Indian School, Grand Junction, Colo. (certified claims).	1905	202.52
	Total Interior Department			2,099.45

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE INTERIOR DEPARTMENT.

Interior Department:

Civil—

Salaries and commissions of registers and receivers (certified claims)	$25.50
Surveying the public lands (certified claims)	1,865.73
Geological Survey (certified claims)	5.70
Total	1,896.93

Indians—

Indian school, Grand Junction, Colo. (certified claims)	202.52
Total Interior Department	2,099.45

Allowed by the Auditor for the State and other Departments.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which th expenditure was incurred.	Amount.
	LEGISLATIVE.			
	PUBLIC PRINTER.			
695	Hannon, Ella	Public printing and binding (certified claims).	1900	$49.68
	STATE DEPARTMENT.			
	FOREIGN INTERCOURSE.			
200	Clowe, Clarence	Salaries, interpreters to legations (certified claims).	1905	3.25
64249	Fleming, Alfred J	Transportation of diplomatic and consular officers, 1907.	1907	86.80
181	Thomas, Leonard M	Transportation of diplomatic and consular officers, 1907.	1907	236.00
64242	Watts, Ethelbert	Transportation of diplomatic and consular officers, 1907.	1907	85.55
	Total			408.35

Allowed by the Auditor for the State and other Departments—Continued.

No. of certificate or claim.	Name of claimant.	Appropriation from which payable.	Fiscal year in which the expenditure was incurred.	Amount.
	STATE DEPARTMENT—Con.			
	FOREIGN INTERCOURSE—con.			
64396	Baker, Orlando H	Relief and protection of American seamen, 1907.	1907	$70.56
64497	Giffin, John	Relief and protection of American seamen, 1907.	1907	38.01
64358	Hill, George	Relief and protection of American seamen, 1907.	1907	100.23
64311	Roche, James J	Relief and protection of American seamen, 1907.	1907	5.40
12	Shirley, John H	Relief and protection of American seamen, 1907.	1907	81.07
64178	Skinner, Robert P	Relief and protection of American seamen, 1907.	1907	59.04
64208	Steinhart, Frank	Relief and protection of American seamen, 1907.	1907	336.22
64399	Wilder, Amos P	Relief and protection of American seamen, 1907.	1907	1,643.81
	Total			2,334.34
	Total Department of State			2,745.94
	DEPARTMENT OF AGRICULTURE.			
747	Missouri Pacific Rwy. Co	General expenses, Bureau of Animal Industry (certified claims).	1905	3.68
747	Cincinnati, Hamilton and Dayton Rwy. Co.	Botanical investigations and experiments (certified claims).	1904	6.20
747	Northern Pacific Rwy. Co	Forestry investigations (certified claims).	1900	4.12
747	Chicago and Alton R. R. Co	Purchase and distribution of valuable seeds (certified claims).	1904	3.20
747	Southern Pacific Co	do	1904	80.00
	Total			83.20
747	Southern Railway Co	General expenses, Weather Bureau (certified claims).	1905	1.04
747	Oregon Short Line R. R. Co	do	1905	10.53
747	Puget Sound Navigation Co	do	1905	3.80
747	Morris European and American Express Co., Limited.	do	1905	2.40
	Total			17.77
	Total Department of Agriculture.			114.97
	DEPARTMENT OF JUSTICE.			
	UNITED STATES COURTS.			
2489	Dart, C	Fees of clerks, United States courts (certified claims).	1905	20.00
2490	do	do	1905	115.20
2491	do	do	1906	28.10
	Total			163.30
2626	Pelham's Pharmacy, Asheville, N. C.	Support of prisoners, United States courts (certified claims).	1905	4.00
	Total Department of Justice			167.30

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE STATE AND OTHER DEPARTMENTS.

Legislative:	
Public Printing and Binding (certified claims)	$49.68
State Department:	
Foreign intercourse, as follows—	
Salaries, interpreters to legations (certified claims)	3.25
Transportation of diplomatic and consular officers, 1907	408.35
Relief and protection of American seamen, 1907	2,334.34
Total	2,745.94
Department of Agriculture:	
Expenses, Bureau of Animal Industry (certified claims)	3.68
Botanical investigations and experiments (certified claims)	6.20
Forestry investigations (certified claims)	4.12
Purchase and distribution of valuable seeds (certified claims)	83.20
General expenses, Weather Bureau (certified claims)	17.77
Total	114.97
Department of Justice:	
Expenses of United States courts, as follows—	
Fees of clerks, United States courts (certified claims)	163.30
Support of prisoners, United States courts (certified claims)	4.00
Total	167.30
Grand total	3,077.89

SUMMARY OF CLAIMS.

Legislative:		
Public Printer		$49.68
State Department:		
Foreign intercourse		2,745.94
Treasury Department:		
Customs	$1,388.34	
Internal revenue	20,973.52	
Mints and assay offices	1,600.00	
		23,961.86
War Department:		
Military establishment		2,026.32
Navy Department:		
Naval establishment		3,119.45
Interior Department:		
Civil	1,896.93	
Indians	202.52	
		2,099.45
Department of Agriculture:		
Miscellaneous		114.97
Department of Justice:		
United States courts		167.30
Grand total		34,284.97

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60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 198.

S. SOLLERS MAYNARD, EXECUTOR.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF S. SOLLERS MAYNARD, EXECUTOR OF AUGUSTINE D. O'LEARY, DECEASED, AGAINST THE UNITED STATES.

JANUARY 27, 1908.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 23, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 11520. S. Sollers Maynard, executor of Augustine D. O'Leary deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for stores and supplies, rent, and occupation, alleged to have been taken by or furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 26th day of April, 1904, the United States Senate referred to the court a bill in the following words:

"[S. 2100, Fifty-eighth Congress, first session.]

"A BILL For the relief of S. Sollers Maynard, executor of Augustine D. O'Leary, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to S. Sollers Maynard, executor of Augustine D. O'Leary, deceased, late of Frederick County, Maryland, or to his legal representative, eighteen thousand dollars, the same being in full for and the receipt of the same to be taken and accepted in full and final release and discharge of said claim."

The claimant appeared in this court April 25, 1906, and filed his petition in which it is substantially averred—

That Augustine D. O'Leary, deceased, was a citizen of Frederick County, Md., and during the war for the suppression of the rebellion was loyal to the United States; that United States troops during said period took possession of the following property:

Four hundred and fifteen panels of plank fence, 6 feet high	$1,245
Two hundred and forty panels post and rail fence	240
Rent of 12-room brick house and outbuildings, two and one-half years	1,400
Occupation, rent, use, and pasturage 25 acres of land for two and one-half years	10,200
Two tons timothy hay, at $20	40
Total	13,125

that the use and occupation of the property began in September, 1862, by military troops under Generals Sumner and McClelland and continued until the close of the war.

The case was argued and submitted on loyalty and merits on the 30th day of January, 1907.

Raleigh Sherman, esq., appeared for the claimant, and the Attorney-General, by Felix Brannigan, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and argument of counsel on both sides, makes the following

FINDINGS OF FACT.

I. Claimant's decedent, Augustine D. O'Leary, was loyal to the Government of the United States throughout the war for the suppression of the rebellion.

II. During the war for the suppression of the rebellion there was taken from the claimant's decedent in Frederick County, State of Maryland, by the military forces of the United States, by proper authority, for the use of the Army, property of the kind and character described in the petition, which at the time and place of taking was reasonably worth the sum of fourteen hundred and fifty dollars ($1,450), no part of which appears to have been paid.

III. The claim herein was filed before the Quartermaster-General July 25, 1873, and by the officer disallowed because of inability "to certify that the stores charged for were taken and converted to the legitimate use of the United States."

Thereafter, the claim was referred to this court by resolution of the United States Senate under the act of March 3, 1887, and hereinbefore mentioned.

BY THE COURT.

Filed February 11, 1907.

A true copy.
Test this 23d day of January, A. D. 1908.
[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

O

60TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 199.

SARAH WINTER.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF SARAH WINTER AGAINST THE UNITED STATES.

JANUARY 27, 1908.—Referred to the Committee on Claims and ordered to be printed

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, January 25, 1908.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. CHARLES W. FAIRBANKS,
President of the Senate.

[Court of Claims. Congressional, No. 12549. Sarah Winter *v.* The United States.]

STATEMENT OF CASE.

This is a claim for quartermaster and commissary supplies alleged to have been furnished to the military forces of the United States during the war for the suppression of the rebellion. On the 27th day of June, 1906, the United States Senate referred to the court a bill in the following words:

"[S. 1480. Fifty-ninth Congress, first session.]

"A BILL For the relief of Mrs. Sarah Winter.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to Mrs. Sarah Winter the sum of twelve thousand eight hundred and twenty-seven dollars and eighty-five cents, out of any money in the Treasury not otherwise appropriated, the same being for property, quartermaster and commissary supplies, taken from said Mrs. Sarah Winter for the use of the Union Army during the war of the rebellion, eighteen hundred and sixty-one to eighteen hundred and sixty-five, taken in the State of Arkansas."

The said claimant, Sarah Winter, appeared in this court October 30, 1906, by her attorney, John S. Duffie, and filed her petition, in which it is substantially averred:

That, during the latter part of the war for the suppression of the rebellion, she was a citizen of the United States, a resident of Camden, in the county of Ouachita, State of Arkansas, and that she was loyal to the United States during the entire period of the war, and rendered no aid or comfort to the enemy; that she owned a farm 4 miles from said Camden, on which she worked a considerable number of slaves.